		ACT/ORDER FOR Complete Block 12, 17			MS	1. Requisitio	n Numbe	er		Page	1 01	192
2. Contract No.		3. Award/Effective		Order Number		5. Solicitation		er			citation Is	sue Date
7. For Solicitation Information Call:	•	A. Name JACKIE KRAYENE	IAGEN		B. Telephone Number (No Collect Calls) 8. Offer Due l (586)574-7483 2007FEB23						e/Local Time	
9. Issued By		Code	W56HZV	10. This Acc	misitio	on Is X	nrestric	tod OD		Cot Ac	da.	% For
U.S. ARMY	TACOM LCMC		WO OHE V	-	•					_ Set As		
AMSTAAQ-AD: WARREN, MI		97-5000		Small Bu		<u> </u>	U	l Business	8(A)			all Business
,						ed Veteran-Ov				S: 3331		Standard:
HTTP://CON	TRACTING.T	ACOM.ARMY.MIL				OB Destination	on Unles	s Block Is M	arked	12. Disc	ount Tern	ns
				X See Sche	dule							
				X 13a. This	s Conti	ract Is A Rate	d Order	Under DPA	S (15 CF	R 700)	13b. Ra	ating DOA4
e-mail: KRAYENHJ	J@TACOM.ARM	MY.MIL		14. Method	Of So	licitation	RF	Q \square	IFB	Х	RFP	
15. Deliver To		Code		16. Adminis	tered l	Ву					Code	
SEE SCHEDU	LE											
Telephone No.				SCD:		PAS:					~ .	1
17. Contractor/Off	feror Cod	de Facili	ty	18a. Paymei	nt Will	Be Made By					Code	
Telephone No.												
	Remittance Is	S Different And Put S	uch	18b. Submit	t Invoi	ces To Addres	ss Shown	In Block 18	a Unless	Block Be	elow Is Ch	ecked
	In Offer	Different and I de S	ucii		_	Addendum						
19.			20.			21.	22.		23.			24.
Item No.		Schedule Of S	upplies/Servi	ces		Quantity	Unit	Un	it Price		A	mount
		SEE SCHE	DULE									
	(TI D	7/ 4// 7 4	1114		,							
25. Accounting And		verse and/or Attach A	dditional She	eets As Necessa	ary)			26. Total A	word Ar	nount (F	or Covt I	Iso Only)
20. Accounting Am	u rippi opi iai	non Data						20. 10. 11	twaru 111	nount (1	01 0011.0	ose omy)
X 27a Solicitation	n Incornorat	tes By Reference FAF	R 52.212-1. 52	2.212-4. FAR 52	2.212-3	3 And 52.212-	5 Are At	tached. Add	enda X	Are	Are No	t Attached.
	•	·	,								=	
27b.Contract/I	Purchase Or	der Incorporates By	Reference FA	AR 52.212-4. F	AK 52.	212-5 Is Attac	ched. A	ddenda		_ Are _	Are No	t Attached.
X 28. Contractor	r Is Required	l To Sign This Docun	ent And Retu	urn <u> </u>	.]	29. Av	vard Of (Contract: Re	f			Offer
		ractor Agrees To Fur				Dated		Your Off				
Forth Or Otherwis Terms And Condit		Above And On Any A	dditional She	eets Subject To	The	Any Additio To Items:	ns Or C	hanges Whic	h Are Se	t Forth I	Herein, Is	Accepted As
30a. Signature Of (31a. l	United States	Of Amer	rica (Signatu	re Of Co	ntractin	g Officer)	
- van zagandare Of C	_ 1101 OI / COIII				J_44.	- mou states	J. 14111C	(Digitata	01 00	40 1111	5 Jincei)	
201 12		(m) 6 - 1 :	20 =		a			O 000 :-	6 -			Gt -
30b. Name And Tit	lle Of Signer	(Type Or Print)	30c. Date S	igned	31b.	Name Of Cor	tracting	Officer (Ty	pe Or Pr	int)	31c. Date	Signed
	1D 1	-4:	Ů		•			C.	1 15	1 1 1 1 0	(D 2/20	.05\

19. Item No.	Schedule Of Supplies/S	ervices		Quantity	Unit		Unit P	rice	24. Amount
22 0 44 1 0 1	21 H D								
32a. Quantity In Colum	n 21 Has Been								
Received In	spected Accepted, And Confor	rms To The Contra	act, Ex	xcept As Noted	:				
32b. Signature Of Author	orized Government Representative	32c. Date		32d. Printed	Name and	l Title	of Author	rized Govern	ment Representative
22- M-11 Add 4	A-41	•		226 T-1	Nb .	C A -	-41! 3	G	1 D
32e. Mailing Address of	Authorized Government Representat	uve							t Representative
		32g. E-Mail o	of Authori	ized Go	overnmei	nt Representa	ntive		
33. Ship Number	34. Voucher Number	35. Amount Veri		36. Payment					37. Check Number
Partial Final	+	Correct For		Complet	_e	Partia	, [Final	
38. S/R Account No.	39. S/R Voucher Number	40. Paid By		complet	· <u> </u>	a al lià	<u> </u>		1
41a. I Certify This Acco	unt Is Correct And Proper For Paym	ent	42a	Received By (Print)				
41b. Signature And Titl	e Of Certifying Officer	41c. Date							
				. Received At (
			42c.	Date Rec'd (Y	Y/MM/D	D)	42d. To	tal Containe	rs
		1							

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 2 of 192

Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION Executive Summary for SSL

The information below describes our planned acquisition approach. It reflects the Armys total estimated requirements. The solicitation, W56HZV-07-R-0024 clauses, Scope of Work, Purchase Description (PD) and associated information are posted on the Family of Skid Steer Loaders (SSL) home page of the World Wide Web at the following site:

http://contracting.tacom.army.mil/comveh/skidsteer/skidsteer.htm

The Government will regularly post all changes/amendments/updates to the solicitation as well as answers to any industry-generated questions, on this site. Offerors are responsible to periodically

review and monitor the SSL home page to ensure they have the most current information for this solicitation. If you have any questions regarding web access, direct them to the TACOM Electronic Contracting Help Desk at email: *HYPERLINK "mailto:acqcenweb@tacom.army.mil" <a href="mailto:acqcenweb@tacom.army.mil" acqcenweb@tacom.army.mil" acqcenweb@tacom.army.mil

Acquisition Approach

The Government will award a single contract for both the Heavy Type II Skid Steer Loader and Light Type III Skid Steer Loader. The Governments goal is procure approximately 194 Light Type III Skid Steer Loaders and 731 Heavy Type II Skid Steer loaders on a best value basis using a five year, firm fixed price requirements type contract. The Government may procure more vehicles under this contract if requirements from other services materialize. The contract will be a 5 Year Firm Fixed Price requirements contract with five one year options. The first five years will be firm-fixed-price, and years 6 through 10 will be fixed price with Economic Price Adjustment (EPA). The government will use formal source selection procedures to select an offeror whose proposal represents the Best Value to the Government. An offerors submission must be a complete, stand alone proposal covering all the solicitation requirements. Offerors proposals must be comprehensive, fully responsive to the information requested in the solicitation and reflect the offerors best prices.

Economic Price Adjustment (EPA)

The EPA clause is located at Section entitled "Special Contract Requirements", Clause 9. It is recommended that offerors read this clause carefully to understand what is included in the EPA and what is not, what information is required EPA proposal and what happens if parties cannot agree on adjustments.

Evaluation/Selection

Based on the criteria set forth in Section entitled "Evaluation Factors for Award" of this RFP, the government intends to award one contract for vehicle production and related services to the responsible offeror whose proposal, in the Source Selection Authoritys opinion, represents the best value to the Government.

Offerors are cautioned to carefully review cost, schedule and performance requirements of the solicitation. Particular attention is required in Section entitled "Instructions, Conditions, and Notices to Offerors", which instructs the offeror how to present its proposal, and Section entitled "Evaluation Factors for Award", which sets forth the award criteria in their relevant order of importance, and the basis for best value selection.

Evaluation Criteria

Evaluation criteria consist of five factors (in order of importance)

Logistics
Technical
Logistics Past Performance
Price
Small Business Participation

Schedule

The Government does not intend to extend the closing date of the RFP. The anticipated scheduled is posted on the Skid Steer Loader (SSL) website. Offerors are encouraged to review the anticipated acquisition schedule.

Technical

The SSL PD contains technical requirements that identify both required and desired levels of performance. The required performance levels are the minimum essential capabilities necessary to meet military operational needs. Offerors MUST propose to meet all REQUIRED performance levels. No extra credit will be given for exceeding required or desired performance. However, proposing performance that exceeds the required level of performance, where no desired requirement has been identified, or proposing performance beyond the desired level will only be reflected in the evaluation of risk associated with meeting the required and desired level of performance.

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 3 **of** 192

REPRINT

Name of Offeror or Contractor:

The diesel engine provided must have a Tier III or Tier IV EPA certified non-road diesel engines IAW 40 CFR Parts 89 and 1039, at its power rating. This engine must be capable of operating on fuel in conformance with MIL-DTL-83133, grade JP-8.

Logistics Past Performance

Offerors Past Performance will be evaluated only in terms of Logistics efforts. See Sections entitled "Instructions, Conditions, and Notices to Offerors" and "Evaluation Factors for Award" of the RFP for details.

Unique Item Identification (UID)

The Department of Defense (DoD) has mandated that Unique Item Identification be included in all applicable contracts effective January 1, 2004. The Unique Item Identification requirement is located in the Defense Federal Acquisition Regulation Supplement (DFARS) Clause 252.2117003 and the SSL Purchase Description (PD) paragraph 3.20. In short, the vehicle, major components and assemblies, and repairable with a cost of \$5,000 or more must be marked with a UID. However, there are many options available on how to make the items, and two different constructs to choose from when marking.

*** END OF NARRATIVE A 0001 ***

Acknowledge all the amendments you've received from us by identifying the amendment number and its issue date in the box below:

:		:		:
<u>:</u>	Amendment Number	:	Date	:
:		:		:
<u>:</u>				<u>:</u>
:		:		:
<u>:</u>				<u>:</u>
:		:		:
<u>:</u>				<u>:</u>
:		:		:
:		:		<u>:</u>
:		:		:
:		:		:

[End of Clause]

	Regulatory Cite	Title	Date
1	52.204-4016	TACOM-WARREN ELECTRONIC CONTRACTING	SEP/2006
	(TACOM)		

- (a) All TACOM solicitations and awards are distributed on the TACOM Warren Business Opportunities web page (http://contracting.tacom.army.mil/opportunity.htm) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web.
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) Unless otherwise authorized in this solicitation, you are required to submit your offer, bid, or quote electronically, normally via email or datafax. For detailed information about submitting your offer electronically, please see http://contracting.tacom.armv.mil/acginfo/ebidnotice.htm.
 - (1) The proper TACOM addresses for offer submission are:
 - (i) RFQs: Email your quote to the contract specialist's email address found on the RFQ cover sheet or the DD Form 1155.

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 4 of 192

REPRINT

Name of Offeror or Contractor:

(ii) RFP and Sealed Bidding: Email your offer to:offers@tacom.army.mil If you datafax your proposal/bid, address your header to: offers@tacom.army.mil and fax to the TACOM Network fax Server at datafax number 1-586-574-5527.

- (2) When datafaxing or emailing an offer, the submitted file cannot exceed 3.5 megabytes. Clearly state Quote, Offer, or Bid on your fax cover page or on the subject line of the e-mail. Use only one of the terms Quotation, Offer, or Bid depending on the solicitation type. Include your company name and annotate the proper internal TACOM address for proper internal routing.
- (3) Authentication for datafax submission is verified by the offeror returned address. Quotes, Bids, or Offers may be sent via datafax using a personal computer or a standalone datafax machine. If you are submitting a datafax, a confirmation of receipt for TACOM-Warren will not be sent.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.
- (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil . If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center Website at http://www.aptac-us.org/new/ to find a location near you.

[End of Clause]

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 5 of 192
REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
	NOTE: FILL ALL CLIN PRICING INFORMATION IN				
	ATTACHMENT 014, PRICING SHEET.				
	QUANTITIES USED IN THIS SOLICITATION ARE ESTIMATES.				
	IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW,				
	THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:				
	THE FIRST TWO DIGIT SIGNIFIES THE APPLICABLE				
	ORDERING PERIOD AND THE LAST TWO DIGITS				
	SIGNIFY THE ITEM. CLIN 0101 IS FOR THE FIRST ORDERING PERIOD, FIRST ITEM. CLIN 0201 IS				
	FOR THE SECOND ORDERING PERIOD, FIRST ITEM.				
	THE FOLLOWING DEFINITIONS APPLY TO THE FIRST TEN				
	YEARS OF THE SOLICITATION AND RESULTING CONTRACT:				
	FIRST ORDERING PERIOD OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.				
	SECOND ORDERING PERIOD OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.				
	THROUGH 129 DATS AFTER CONTRACT AWARD.				
	THIRD ORDERING PERIOD OF THE CONTRACT IS 730 DAYS				
	THROUGH 1094 DAYS AFTER CONTRACT AWARD.				
	FOURTH ORDERING PERIOD OF THE CONTRACT IS 1095 DAYS				
	THROUGH 1459 DAYS AFTER CONTRACT AWARD.				
	FIFTH ORDERING PERIOD OF THE CONTRACT IS 1460 DAYS				
	THROUGH 1824 DAYS AFTER CONTRACT AWARD.				
	FIRST OPTION ORDERING PERIOD OF THE CONTRACT IS 1825				
	DAYS THROUGH 2189 DAYS AFTER CONTRACT AWARD.				
	SECOND OPTION PERIOD OF THE CONTRACT IS 2190 DAYS				
	THROUGH 2554 DAYS AFTER CONTRACT AWARD.				
	THIRD OPTION PERIOD OF THE CONTRACT IS 2555 DAYS				
	THROUGH 2919 DAYS AFTER CONTRACT AWARD.				
	FOURTH OPTION PERIOD OF THE CONTRACT IS 2920 DAYS THROUGH 3284 DAYS AFTER CONTRACT AWARD.				
	FIFTH OPTION PERIOD OF THE CONTRACT IS 3285 DAYS THROUGH 3649 DAYS AFTER CONTRACT AWARD.				
	imoodi 3013 Biib ii iba conidei amad.				
	NOTE: THE DRIVE ADDITIONS TO AN INDIVIDUAL				
	NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING PERIOD IN				
	WHICH THE ORDER IS ISSUED. THE DELIVERY DATE				
	DOES NOT DETERMINE THE ORDERING PERIOD.				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 6 of 192

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative A001)				
0101	1ST ORDERING PERIOD FAT TYPE II	3	EA	\$	\$
	NOUN: TYPE II SKID STEER LOADERS SECURITY CLASS: Unclassified				
	FAT price to include engineering cost, FAT vehicle production, Contractor Test Support Training, and Shipping from Contractor's plant to Test site and return. Per Scope of Work, Sections entitled "Inspection and Acceptance" and "Deliveries and Performance"				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0107	1ST ORDERING PERIOD TYPE II TRANSPORTATION	1	EA		\$
0107	NOUN: TYPE II SKID STEER LOADER FDT		111		
	SECURITY CLASS: Unclassified				
	FIRST DESTINATION TRANSPORTATION BY ZONE PER SECTION ENTITLED "SPECIAL CONTRACT REQUIREMENTS" PARAGRAPH 4.				
	ZONE 1 ZONE 2				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

ontinued D/AMD

Page 7 of 192

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	ZONE 3				
0108	1ST ORDERING PERIOD FAT TYPE III	3	EA	\$	\$
	NOUN: TYPE III SKID STEER LOADERS SECURITY CLASS: Unclassified				
	FAT price to include engineering cost, FAT vehicle production, Contractor Test Support Training, and Shipping from Contractor's plant to Test site and return. Per Scope of Work, Sections entitled "Inspection and Acceptance" and "Deliveries or Performance"				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination				
0114	1ST ORDERING PERIOD TYPE III TRANSPORTATION	1	EA		\$
	NOUN: TYPE III SKID STEER FDT SECURITY CLASS: Unclassified				
	FIRST DESTINATION TRANSPORTATION BY ZONE PER SECTION ENTITLED "SPECIAL CONTRACT REQUIREMENTS"PARAGRAPH 4.				

Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0024 MOD/AMD

Page 8 of 192 REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	ZONE 1				
	(End of narrative B001)				
0115	CONTRACTOR TEST SUPPORT/TESTER TRAINING	1			\$
	NOUN: CONTRACTOR TEST SUPPORT SECURITY CLASS: Unclassified				
	In accordance with Scope of Work, paragraph C.6.6.3 (End of narrative B001)				
0190	CONTRACT DATA REQUIREMENTS LIST				
	SECURITY CLASS: Unclassified				
A001	MEETING MINUTES	1	LO	\$** NSP **	\$** NSP **
	SECURITY CLASS: Unclassified				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 9 of 192

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423 FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS				
A002	(Y00003) SEE NARRATIVE ON DD 1423 CONFIGURATION CHANGE REPORT	1	LO	\$** NSP **	\$ ** NSP **
A002	SECURITY CLASS: Unclassified	1	10	φ <u>NSF</u>	, NSF
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS (Y00003) SEE NARRATIVE ON DD 1423				
A003	WARRANTY IMPLEMENTATION REPORT	1	LO	\$** NSP **	\$** NSP **
	SECURITY CLASS: Unclassified				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 10 of 192

ITEM NO	or or Contractor: SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (Y00003) SEE NARRATIVE ON DD 1423				
A004	MAINTENANCE ANALYSIS WORKSHEET SECURITY CLASS: Unclassified	1	LO	\$	\$
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423				
	FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (Y00003) SEE NARRATIVE ON DD 1423				
A005	NMWR DATA SUMMARY WORKSHEET	1	LO	\$	\$
	SECURITY CLASS: Unclassified				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423				
	FOB POINT: Destination				

Reference No. of Document Being Continued PIIN/SIIN $^{\text{W56HzV-07-R-0024}}$ MOD/AMD

Page 11 of 192

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003) SEE NARRATIVE ON DD 1423				
A006	SUPPORT EQUIP, TOOLS/TEST EQUIP (STTE) LIST	1	LO	\$	\$
	SECURITY CLASS: Unclassified				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS (Y00004) SHIP PARCEL POST CMDR U.S. ARMY TANK AUTOMOTIVE AND ARMAMENTS COMMAND 6501 EAST ELEVEN MILE RD WARREN, MI 48397-5000 ATTN: SEE DD FORM 1423 SEE CONTRACT SECTIONS E AND F				
A007	DIAGNOSTIC TESTABILITY ANALYSIS	1	LO	\$	\$
	SECURITY CLASS: Unclassified				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 12 of 192

ITEM NO	or or Contractor: SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (Y00003) SEE NARRATIVE ON DD 1423				
A008	ENGINEERING DATA FOR PROVISIONING SECURITY CLASS: Unclassified	1	LO	\$	\$
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Destination				
A009	PROVISIONING PARTS LIST (PPL) SECURITY CLASS: Unclassified	1	LO	\$	\$
	Packaging and Marking Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423				
	FOB POINT: Destination				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 13 of 192

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SHIP TO: PARCEL POST ADDRESS (Y00003) SEE NARRATIVE ON DD 1423				
A010	TRAINING COURSE CONTROL OUTLINE	1	LO	\$	\$
	SECURITY CLASS: Unclassified				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423				
	FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (Y00003) SEE NARRATIVE ON DD 1423				
A011	TRAINING GUIDE AND MATERIALS	1	LO	\$** NSP **	\$** NSP **
	SECURITY CLASS: Unclassified				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423				
	FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (Y00003) SEE NARRATIVE ON DD 1423				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 14 of 192

Name of Offer	or or Contractor:				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A012	STUDENT TRAINING ADMINISTRATION	1	LO	\$** NSP **	\$** NSP **
	SECURITY CLASS: Unclassified				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423				
	FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (Y00003) SEE NARRATIVE ON DD 1423				
A013	TRANSPORTABILITY REPORT	1	LO	\$	\$
	SECURITY CLASS: Unclassified				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423				
	FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS				
	(Y00003) SEE NARRATIVE ON DD 1423				
		•	•		

Reference No. of Document Being Continued PIIN/SIIN $^{\text{W56HzV-07-R-0024}}$ MOD/AMD

Page 15 of 192
REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A014	PACKAGING DATA DEVELOPMENT	1	LO	\$	\$
	SECURITY CLASS: Unclassified				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423				
	FOB POINT: Destination				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003) SEE NARRATIVE ON DD 1423				
015	SPECIAL PACKAGING INSTRUCTIONS (SPI)	1	LO	\$	\$
	SECURITY CLASS: Unclassified				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423				
	FOB POINT: Destination				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003) SEE NARRATIVE ON DD 1423				
.016	SAFETY ASSESSMENT REPORT (SAR)	1	LO	s	s

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 16 of 192

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECURITY CLASS: Unclassified				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423				
	FOB POINT: Destination				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003) SEE NARRATIVE ON DD 1423				
A017	HAZARDOUS MATERIALS MANAGEMENT PLAN	1	LO	\$	\$
	SECURITY CLASS: Unclassified				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423				
	FOB POINT: Destination				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003) SEE NARRATIVE ON DD 1423				
A018	CONTRACT FIELD SERVICE SUPPORT REPORT	1	LO	\$** NSP **	\$** NSP **
	SECURITY CLASS: Unclassified				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 17 of 192

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423				
	FOB POINT: Destination				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003) SEE NARRATIVE ON DD 1423				
A019	WARRANTY REPAIR REPORT	1	LO	\$** NSP **	\$** NSP **
	SECURITY CLASS: Unclassified				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423				
	FOB POINT: Destination				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003) SEE NARRATIVE ON DD 1423				
A020	CARS FOR TIRS	1	LO	\$** NSP **	\$** NSP **
	SECURITY CLASS: Unclassified				
	Packaging and Marking				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

ontinued Page 18 of 192
REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423				
	FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (Y00003) SEE NARRATIVE ON DD 1423				
A021	TYPE III OPERATOR TM/ETM	1	LO	\$	\$
	SECURITY CLASS: Unclassified Packaging and Marking				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423				
	FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (Y00003) SEE NARRATIVE ON DD 1423				
022	TYPE III MAINTENANCE TM/ETM	1	LO	\$	\$
	SECURITY CLASS: Unclassified				
	Packaging and Marking				
	Inspection and Acceptance				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 19 of 192

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INSPECTION: Destination ACCEPTANCE: Destination				
	<u>Deliveries or Performance</u>				
	DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3				
	DEL REL CD				
	FOB POINT: Destination				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003) SEE NARRATIVE ON DD 1423				
A023	TYPE III LO/ETM	1	LO	\$	\$
	SECURITY CLASS: Unclassified				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423				
	FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (Y00003) SEE NARRATIVE ON DD 1423				
A024	TYPE III RPSTL TM/ETM	1	LO	\$	\$
	SECURITY CLASS: Unclassified				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 20 of 192

Contractor: SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Liveries or Performance SUPPL LCD MILSTRIP ADDR SIG CD MARK FOR TP CD 1 3 L REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423 B POINT: Destination IP TO: PARCEL POST ADDRESS 00003) SEE NARRATIVE ON DD 1423	QCM, VIII		CATTAIGE	
PE II OPERATOR TM/ETM CURITY CLASS: Unclassified	1	LO	\$	\$
ckaging and Marking Spection and Acceptance SPECTION: Destination ACCEPTANCE: Destination				
liveries or Performance C SUPPL L CD MILSTRIP ADDR SIG CD MARK FOR TP CD D1 3 L REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423				
3 POINT: Destination IP TO: <u>PARCEL POST ADDRESS</u> 00003) SEE NARRATIVE ON DD 1423				
PE II MAINTENANCE TM/ETM CURITY CLASS: Unclassified	1	LO	\$	\$
ckaging and Marking				
SPECTION: Destination ACCEPTANCE: Destination Liveries or Performance SUPPL				
spection a SPECTION: Liveries o	and Acceptance Destination ACCEPTANCE: Destination or Performance	and Acceptance Destination ACCEPTANCE: Destination Or Performance SUPPL	and Acceptance Destination ACCEPTANCE: Destination Or Performance SUPPL	and Acceptance Destination ACCEPTANCE: Destination Or Performance SUPPL

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 21 of 192
REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423				
	FOB POINT: Destination				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003) SEE NARRATIVE ON DD 1423				
В003	TYPE II RPSTL TM/ETM	1	LO	\$	\$
	SECURITY CLASS: Unclassified				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423				
	FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (Y00003) SEE NARRATIVE ON DD 1423				
в004	TYPE II LO/ETM	1	LO	\$	\$
	SECURITY CLASS: Unclassified				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 22 of 192 REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (Y00003) SEE NARRATIVE ON DD 1423				
0202	2ND ORDERING PERIOD PRODUCTION TYPE II	160	EA	\$	\$
	NOUN: TYPE II SKID STEER LOADERS SECURITY CLASS: Unclassified				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order. Per Scope of Work paragraph C.1.1 and Sections entitled "Inspection and Acceptance" and "Deliveries or Performance". (End of narrative B002)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination				
0203	2ND ORDERING PERIOD BII TYPE II	160	EA	\$	\$
	NOUN: TYPE II SKID STEER LOADER BII SECURITY CLASS: Unclassified				
	Basic Issue Items (BII) per PD ATPD-2360 and Scope of Work, paragraph C.1.2.				
	(End of narrative B003)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 23 of 192 REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	delivery order.				
	(End of narrative B004)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0204	2ND ORDERING PERIOD ISP TYPE II	160	EA	\$	\$
	NOUN: TYPE II SKID STEER LOADER ISP SECURITY CLASS: Unclassified				
	Initial Service Package(ISP) per PD ATPD-2360 and Scope of Work, paragraph C.1.3.				
	(End of narrative B005)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B006)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0205	2ND ORDERING PERIOD ATTACHMENTS TYPE II	160	EA	\$	\$
	NOUN: TYPE II SKID STEER ATTACHMENT SECURITY CLASS: Unclassified				

Reference No. of Document Being Continued PIIN/SIIN $^{\text{W56HzV-07-R-0024}}$ MOD/AMD

Page 24 of 192
REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Attachments per PD ATPD-2360 and Scope of Work, paragraph C.1.4.				
	(End of narrative B009)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B010)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0206	2ND ORDERING PERIOD COEI TYPE II	160	EA	\$	\$
	NOUN: TYPE II SKID STEER COEI SECURITY CLASS: Unclassified				
	Components of End Item (COEI) per PD ATPD- 2360 and Scope of Work, paragraph C.1.5.				
	(End of narrative B007)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B008)				
	Packaging and Marking				
	Inspection and Acceptance				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 25 of 192

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INSPECTION: Origin ACCEPTANCE: Origin	200000			33333333
	FOB POINT: Destination				
0207	2ND ORDERING PERIOD TYPE II TRANSPORTATION	1	EA		\$
	NOUN: TYPE II SKID STEER LOADER FDT				
	SECURITY CLASS: Unclassified				
	FIRST DESTINATION TRANSPORTATION BY				
	ZONE PER SECTION ENTITLED "SPECIAL CONTRACT REQUIREMENTS"PARAGRAPH 4.				
	ZONE 1 ZONE 2				
	ZONE 3 ZONE 4				
	ZONE 5				
	ZONE 6 ZONE 7				
	ZONE 8				
	ZONE 10				
	ZONE 11 ZONE 12				
	(End of narrative B001)				
0209	2ND ORDERING PERIOD PRODUCTION TYPE III	1	EA	\$	\$
	NOUN: TYPE III SKID STEER LOADERS				
	SECURITY CLASS: Unclassified				
	PAINT, TOP COAT COLOR: The price for top				
	coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price.				
	The Government will identify the color paint				
	requirement at the time of the funded delivery order.				
	Per Scope of Work paragraph C.1.1 and Sections entit	led			
	"Inspection and Acceptance" and "Deliveries or Perfo				
	(End of narrative B001)				
	Packaging and Marking				

Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 26 of 192 REPRINT

ITEM NO	or or Contractor: SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
TIEM NO	SUPPLIES/SERVICES	QUANTITY	UNII	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination				
0210	2ND ORDERING PERIOD BII TYPE III	1	EA	\$	\$
	NOUN: TYPE II SKID STEER LOADER BII SECURITY CLASS: Unclassified				
	Basic Issue Items (BII) per PD ATPD-2360 and Scope of Work, paragraph C.1.2.				
	(End of narrative B003)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B004)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0211	2ND ORDERING PERIOD ISP TYPE III	1	EA	\$	\$
	NOUN: TYPE III SKID STEER ISP SECURITY CLASS: Unclassified				
	Initial Service Package(ISP) per PD ATPD-2360 and Scope of Work, paragraph C.1.3.				
	(End of narrative B005)				
	PAINT, TOP COAT COLOR: The price for top				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

nued Page 27 of 192
REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B006)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0212	2ND ORDERING PERIOD ATTACHMENTS TYPE III	1	EA	\$	\$
	NOUN: TYPE III SKID STEER ATTACH SECURITY CLASS: Unclassified				
	Attachments per PD ATPD-2360 and Scope of Work,paragraph C.1.4.				
	(End of narrative B009)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B010)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0213	2ND ORDERING PERIOD COEI TYPE III	1	EA	\$	\$

Reference No. of Document Being Continued PIIN/SIIN $^{\text{W56HzV-07-R-0024}}$ MOD/AMD

Page 28 of 192
REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NOUN: TYPE III SKID STEER COEI SECURITY CLASS: Unclassified				
	Components of End Item (COEI) per PD ATPD- 2360 and Scope of Work, paragraph C.1.5.				
	(End of narrative B007)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B008)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0214	2ND ORDERING PERIOD TYPE III TRANSPORTATION	1	EA		\$
	NOUN: TYPE III SKID STEER FDT SECURITY CLASS: Unclassified				
	FIRST DESTINATION TRANSPORTATION BY ZONE PER SECTION ENTITLED "SPECIAL CONTRACT REQUIREMENTS"PARAGRAPH 4.				
	ZONE 1				

Reference No. of Document Being Continued PIIN/SIIN $^{\text{W56HzV-07-R-0024}}$ MOD/AMD

Page 29 of 192

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B001)				
0216	2ND ORDERING PERIOD VEHICLE HAND-OFF	1			\$
	NOUN: VEHICLE HAND-OFF SECURITY CLASS: Unclassified				
	In accordance with Scope of Work, paragraph C.5. (End of narrative B001)				
0217	2ND ORDERING PERIOD SPECIAL TOOLS/SPT EQUIP	0		\$	\$
	NOUN: SPECIAL TOOLS/SUPPORT EQUIP SECURITY CLASS: Unclassified				
	In accordance with Scope of Work, paragraph C.6. (End of narrative B001)				
	Packaging and Marking FOB POINT:				
0218	2ND ORDERING PERIOD NET OPERATOR TRAINING	1			\$
	NOUN: NET OPERATOR TRAINING CLASS SECURITY CLASS: Unclassified				
	CONUS-NET/Operator Training on Skid Steer per Scope of Work, paragraph C.6.6.				
	The unit price for this class is \$ (End of narrative B001)				
0219	2ND ORDERING PERIOD NET MAINTAINER TRAIN	1			\$

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 30 of 192

ITEM NO	or or Contractor: SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NOUN: NET MAINTAINER TRAINING CLASS SECURITY CLASS: Unclassified				
	CONUS-NET/Maintenance Training on Skid Steer per Scope of Work, paragraph C.6.6.				
	The unit price for this class is \$ (End of narrative B001)				
0220	2ND ORDERING PERIOD KTR TECH ASSIST CONUS NOUN: CONTRACTOR TECH ASSIST CONUS SECURITY CLASS: Unclassified	1			\$
	CONUS Contractor Technical Assistance per Scope of Work, paragraph C.11.				
	The man-day rate for this CLIN is \$ (End of narrative B001)				
0221	2ND ORDERING PERIOD KTR TECH ASSIST OCONUS NOUN: CONTRACTOR TECH ASSIST OCONUS SECURITY CLASS: Unclassified	1			\$
	OCONUS Contractor Technical Assistance during non-contingency operations per Scope of Work, paragraph C.11.				
	The man-day rate for this CLIN is \$ (End of narrative B001)				
0222	2ND ORDERING PERIOD TECH OCONUS/CONTINGENCY	1			\$
	NOUN: CONTRACTOR TECH ASSIST OCONUS				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

ontinued Page 31 of 192
REPRINT

PPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Or Technical Assistance during rations per Scope of C.11. e for this CLIN is \$ (End of narrative B001)				
IOD PRODUCTION TYPE II	205	EA	\$	\$
ID STEER LOADERS Unclassified				
COLOR: The price for top icles either green 383 or tan in the vehicle unit price. will identify the color paint the time of the funded rk paragraph C.1.1 and Sections entit. Acceptance and "Deliveries".	.ed			
(End of narrative B002)				
rking				
ncceptance rin ACCEPTANCE: Origin				
LIOD BII TYPE II	205	EA	\$	\$
ID STEER LOADER BII Unclassified				
ms (BII) per PD ATPD-2360 and paragraph C.1.2.				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 32 of 192
REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B003) PAINT, TOP COAT COLOR: The price for top				
	coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B004)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0304	3RD ORDERING PERIOD ISP TYPE II	205	EA	\$	\$
	NOUN: TYPE II SKID STEER LOADER ISP SECURITY CLASS: Unclassified				
	Initial Service Package(ISP) per PD ATPD-2360 and Scope of Work, paragraph C.1.3.				
	(End of narrative B005)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B006)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 33 of 192
REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0305	3RD ORDERING PERIOD ATTACHMENTS TYPE II	205	EA	\$	\$
	NOUN: TYPE II SKID STEER ATTACHMENT SECURITY CLASS: Unclassified				
	Attachments per PD ATPD-2360 and Scope of Work, paragraph C.1.4.				
	(End of narrative B009)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B010)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination				
0306	3RD ORDERING PERIOD COEI TYPE II	205	EA	\$	\$
	NOUN: TYPE II SKID STEER COEI SECURITY CLASS: Unclassified				
	Components of End Item (COEI) per PD ATPD- 2360 and Scope of Work, paragraph C.1.5.				
	(End of narrative B007)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 34 of 192
REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B008)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0307	3RD ORDERING PERIOD TYPE II TRANSPORTATION	1	EA		\$
	NOUN: TYPE II SKID STEER LOADER FDT SECURITY CLASS: Unclassified				
	FIRST DESTINATION TRANSPORTATION BY ZONE PER SECTION ENTITLED "SPECIAL CONTRACT REQUIREMENTS"PARAGRAPH 4.				
	ZONE 1 ZONE 2 ZONE 3 ZONE 4 ZONE 5				
	ZONE 6				
	(End of narrative B001)				
0309	3RD ORDERING PERIOD PRODUCTION TYPE III	59	EA	\$	\$
	NOUN: TYPE III SKID STEER LOADERS SECURITY CLASS: Unclassified				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				

Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 35 of 192 REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Per Scope of Work paragraph C.1.1 and Sections entit "Inspection and Acceptance" and "Deliveries or Performance".	led			
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0310	3RD ORDERING PERIOD BII TYPE III	59	EA	\$	\$
	NOUN: TYPE II SKID STEER LOADER BII SECURITY CLASS: Unclassified				
	Basic Issue Items (BII) per PD ATPD-2360 and Scope of Work, paragraph C.1.2.				
	(End of narrative B003)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B004)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
)311	3RD ORDERING PERIOD ISP TYPE III	59	EA	\$	\$
	NOUN: TYPE III SKID STEER ISP SECURITY CLASS: Unclassified				

Reference No. of Document Being Continued PIIN/SIIN $^{\text{W56HzV-07-R-0024}}$ MOD/AMD

Page 36 of 192

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Initial Service Package(ISP) per PD ATPD-2360 and Scope of Work, paragraph C.1.3.				
	(End of narrative B005)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B006)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0312	3RD ORDERING PERIOD ATTACHMENTS TYPE III	59	EA	\$	\$
	NOUN: TYPE III SKID STEER ATTACH SECURITY CLASS: Unclassified				
	Attachments per PD ATPD-2360 and Scope of Work, paragraph C.1.4.				
	(End of narrative B009)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B010)				
	Packaging and Marking				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

ntinued Page 37 of 192
REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination				
0313	3RD ORDERING PERIOD COEI TYPE III	59	EA	\$	\$
	NOUN: TYPE III SKID STEER COEI SECURITY CLASS: Unclassified				
	Components of End Item (COEI) per PD ATPD- 2360 and Scope of Work, paragraph C.1.5.				
	(End of narrative B007)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B008)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0314	3RD ORDERING PERIOD TYPE III TRANSPORTATION	1	EA		\$
	NOUN: TYPE III SKID STEER FDT SECURITY CLASS: Unclassified				
	FIRST DESTINATION TRANSPORTATION BY ZONE PER SECTION ENTITLED "SPECIAL CONTRACT REQUIREMENTS"PARAGRAPH 4.				
	ZONE 1 ZONE 2 ZONE 3 ZONE 4				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 38 of 192

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	ZONE 5				
	(End of narrative B001)				
0316	3RD ORDERING PERIOD VEHICLE HAND-OFF	60			\$
	NOUN: VEHICLE HAND-OFF SECURITY CLASS: Unclassified				
	In accordance with Scope of Work, paragraph C.5. (End of narrative B001)				
0317	3RD ORDERING PERIOD SPECIAL TOOLS/SPT EQUIP	60		\$	\$
	NOUN: SPECIAL TOOLS/SUPPORT EQUIP SECURITY CLASS: Unclassified				
	In accordance with Scope of Work, paragraph C.6. (End of narrative B001)				
	Packaging and Marking FOB POINT:				
0318	3RD ORDERING PERIOD NET OPERATOR TRAINING	1			\$
	NOUN: NET OPERATOR TRAINING CLASS SECURITY CLASS: Unclassified				
	CONUS-NET/Operator Training on Skid Steer per Scope of Work, paragraph C.6.6.				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 39 of 192

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	The unit price for this class is \$ (End of narrative B001)				
0319	3RD ORDERING PERIOD NET MAINTAINER TRAIN NOUN: NET MAINTAINER TRAINING CLASS SECURITY CLASS: Unclassified	1			\$
	CONUS-NET/Maintenance Training on Skid Steer per Scope of Work, paragraph C.6.6. The unit price for this class is \$				
0320	(End of narrative B001) 3RD ORDERING PERIOD KTR TECH ASSIST CONUS	1			\$
	NOUN: CONTRACTOR TECH ASSIST CONUS SECURITY CLASS: Unclassified				
	CONUS Contractor Technical Assistance per Scope of Work, paragraph C.11. The man-day rate for this CLIN is \$				
0321	(End of narrative B001) 3RD ORDERING PERIOD KTR TECH ASSIST OCONUS	1			\$
	NOUN: CONTRACTOR TECH ASSIST OCONUS SECURITY CLASS: Unclassified				
	OCONUS Contractor Technical Assistance during non-contingency operations per Scope of Work, paragraph C.11. The man-day rate for this CLIN is \$				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Continued Page 40 of 192
REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B001)				
0322	3RD ORDERING PERIOD TECH OCONUS/CONTINGENCY	1			\$
	NOUN: CONTRACTOR TECH ASSIST OCONUS SECURITY CLASS: Unclassified				
	OCONUS Contractor Technical Assistance during contingency operations per Scope of Work, paragraph C.11.				
	The man-day rate for this CLIN is \$(End of narrative B001)				
0402	4TH ORDERING PERIOD PRODUCTION TYPE II	205	EA	\$	\$
	NOUN: TYPE II SKID STEER LOADERS SECURITY CLASS: Unclassified				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	Per Scope of Work paragraph C.1.1 and Sections entit: "Inspection and Acceptance" and "Deliveries or Performance".	led			
	(End of narrative B002)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0403	4TH ORDERING PERIOD BII TYPE II	205	EA	\$	\$

Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 41 of 192 REPRINT

SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
NOUN: TYPE II SKID STEER LOADER BII SECURITY CLASS: Unclassified				
Basic Issue Items (BII) per PD ATPD-2360 and Scope of Work, paragraph C.1.2.				
(End of narrative B003)				
PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
(End of narrative B004)				
Packaging and Marking				
Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
FOB POINT: Destination				
4TH ORDERING PERIOD ISP TYPE II	205	EA	\$	\$
NOUN: TYPE II SKID STEER LOADER ISP SECURITY CLASS: Unclassified				
Initial Service Package(ISP) per PD ATPD-2360 and Scope of Work, paragraph C.1.3.				
(End of narrative B005)				
PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	NOUN: TYPE II SKID STEER LOADER BII SECURITY CLASS: Unclassified Basic Issue Items (BII) per PD ATPD-2360 and Scope of Work, paragraph C.1.2. (End of narrative B003) PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order. (End of narrative B004) Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination 4TH ORDERING PERIOD ISP TYPE II NOUN: TYPE II SKID STEER LOADER ISP SECURITY CLASS: Unclassified Initial Service Package(ISP) per PD ATPD-2360 and Scope of Work, paragraph C.1.3. (End of narrative B005) PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded	NOUN: TYPE II SKID STEER LOADER BII SECURITY CLASS: Unclassified Basic Issue Items (BII) per PD ATPD-2360 and Scope of Work, paragraph C.1.2. (End of narrative B003) PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order. (End of narrative B004) Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination 4TH ORDERING PERIOD ISP TYPE II 205 NOUN: TYPE II SKID STEER LOADER ISP SECURITY CLASS: Unclassified Initial Service Package(ISP) per PD ATPD-2360 and Scope of Work, paragraph C.1.3. (End of narrative B005) PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded	NOUN: TYPE II SKID STEER LOADER BII SECURITY CLASS: Unclassified Basic Issue Items (BII) per PD ATPD-2360 and Scope of Work, paragraph C.1.2. (End of narrative B003) PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order. (End of narrative B004) Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination 4TH ORDERING PERIOD ISP TYPE II 205 EA NOUN: TYPE II SKID STEER LOADER ISP SECURITY CLASS: Unclassified Initial Service Package(ISP) per PD ATPD-2360 and Scope of Work, paragraph C.1.3. (End of narrative B005) PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded	NOUN: TYPE II SKID STEER LOADER BII SECURITY CLASS: Unclassified Basic Issue Items (EII) per PD ATPD-2360 and Scope of Work, paragraph C.1.2. (End of narrative B003) PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 886 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order. (End of narrative B004) Packasins and Markins Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination 4TH ORDERING PERIOD ISP TYPE II ATH ORDERING PERIOD ISP TYPE II NOUN: TYPE II SKID STEER LOADER ISP SECURITY CLASS: Unclassified Initial Service Package(ISP) per PD ATPD-2360 and Scope of Work, paragraph C.1.3. (End of narrative B005) PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 886 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 42 of 192
REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0405	4TH ORDERING PERIOD ATTACHMENTS TYPE II	205	EA	\$	\$
	NOUN: TYPE II SKID STEER ATTACHMENT SECURITY CLASS: Unclassified				
	Attachments per PD ATPD-2360 and Scope of Work,paragraph C.1.4.				
	(End of narrative B009)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B010)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0406	4TH ORDERING PERIOD COEI TYPE II	205	EA	\$	\$
	NOUN: TYPE II SKID STEER COEI SECURITY CLASS: Unclassified				
	Components of End Item (COEI) per PD ATPD- 2360 and Scope of Work, paragraph C.1.5.				
	(End of narrative B007)				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 43 of 192
REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B008)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0407	4TH ORDERING PERIOD TYPE II TRANSPORTATION	1	EA		\$
	NOUN: TYPE II SKID STEER LOADER FDT SECURITY CLASS: Unclassified				
	FIRST DESTINATION TRANSPORTATION BY ZONE PER SECTION ENTITLED "SPECIAL CONTRACT REQUIREMENTS"PARAGRAPH 4.				
	ZONE 1				
	(End of narrative B001)				
0409	4TH ORDERING PERIOD PRODUCTION TYPE III	64	EA	\$	\$
	NOUN: TYPE III SKID STEER LOADERS SECURITY CLASS: Unclassified				

Reference No. of Document Being Continued PIIN/SIIN $^{\text{W56HzV-07-R-0024}}$ MOD/AMD

OD/AMD

Page 44 of 192

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order. Per Scope of Work paragraph C.1.1 and Sections entit! "Inspection and Acceptance" and "Deliveries or Performance".	Led			
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0410	4TH ORDERING PERIOD BII TYPE III	64	EA	\$	\$
	NOUN: TYPE II SKID STEER LOADER BII SECURITY CLASS: Unclassified				
	Basic Issue Items (BII) per PD ATPD-2360 and Scope of Work, paragraph C.1.2.				
	(End of narrative B003)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B004)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 45 of 192
REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Destination				
0411	4TH ORDERING PERIOD ISP TYPE III	64	EA	\$	\$
	NOUN: TYPE III SKID STEER ISP SECURITY CLASS: Unclassified				
	Initial Service Package(ISP) per PD ATPD-2360 and Scope of Work, paragraph C.1.3.				
	(End of narrative B005)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B006)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0412	4TH ORDERING PERIOD ATTACHMENTS TYPE III	64	EA	\$	\$
	NOUN: TYPE III SKID STEER ATTACH SECURITY CLASS: Unclassified				
	Attachments per PD ATPD-2360 and Scope of Work, paragraph C.1.4.				
	(End of narrative B009)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded				

Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0024 MOD/AMD

Page 46 of 192 REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	delivery order.				
	(End of narrative B010)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0413	4TH ORDERING PERIOD COEI TYPE III	64	EA	\$	\$
	NOUN: TYPE III SKID STEER COEI SECURITY CLASS: Unclassified				
	Components of End Item (COEI) per PD ATPD- 2360 and Scope of Work,paragraph C.1.5.				
	(End of narrative B007)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B008)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0414	4TH ORDERING PERIOD TYPE III TRANSPORTATION	1	EA		\$
	NOUN: TYPE III SKID STEER FDT SECURITY CLASS: Unclassified				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

OD/AMD

Page 47 of 192

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FIRST DESTINATION TRANSPORTATION BY ZONE PER SECTION ENTITLED "SPECIAL CONTRACT REQUIREMENTS"PARAGRAPH 4.				
	ZONE 1				
	(End of narrative B001)				
0416	4TH ORDERING PERIOD VEHICLE HAND-OFF	64			\$
	NOUN: VEHICLE HAND-OFF SECURITY CLASS: Unclassified				
	In accordance with Scope of Work, paragraph C.5. (End of narrative B001)				
0417	4TH ORDERING PERIOD SPECIAL TOOLS/SPT EQUIP	64		\$	\$
	NOUN: SPECIAL TOOLS/SUPPORT EQUIP SECURITY CLASS: Unclassified				
	In accordance with Scope of Work, paragraph C.6. (End of narrative B001)				
	Packaging and Marking				
	FOB POINT:				

Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 48 of 192 REPRINT

И	4TH ORDERING PERIOD NET OPERATOR TRAINING	1		
			l I	\$
	NOUN: NET OPERATOR TRAINING CLASS SECURITY CLASS: Unclassified			
	CONUS-NET/Operator Training on Skid Steer per Scope of Work, paragraph C.6.6.			
	The unit price for this class is \$			
	(End of narrative B001)			
0419 4	4TH ORDERING PERIOD NET MAINTAINER TRAIN	1		\$
	NOUN: NET MAINTAINER TRAINING CLASS SECURITY CLASS: Unclassified			
	CONUS-NET/Maintenance Training on Skid Steer per Scope of Work, paragraph C.6.6.			
	The unit price for this class is \$			
	(End of narrative B001)			
0420 4	4TH ORDERING PERIOD KTR TECH ASSIST CONUS	1		\$
	NOUN: CONTRACTOR TECH ASSIST CONUS SECURITY CLASS: Unclassified			
	CONUS Contractor Technical Assistance per Scope of Work, paragraph C.11.			
	The man-day rate for this CLIN is \$			
	(End of narrative B001)			
0421 4	4TH ORDERING PERIOD KTR TECH ASSIST OCONUS	1		\$

Reference No. of Document Being Continued PIIN/SIIN $^{\text{W56HzV-07-R-0024}}$ MOD/AMD

Page 49 of 192
REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NOUN: CONTRACTOR TECH ASSIST OCONUS SECURITY CLASS: Unclassified				
	OCONUS Contractor Technical Assistance during non-contingency operations per Scope of Work, paragraph C.11.				
	The man-day rate for this CLIN is \$(End of narrative B001)				
0422	4TH ORDERING PERIOD TECH OCONUS/CONTINGENCY	1			\$
	NOUN: CONTRACTOR TECH ASSIST OCONUS SECURITY CLASS: Unclassified				
	OCONUS Contractor Technical Assistance during contingency operations per Scope of Work, paragraph C.11.				
	The man-day rate for this CLIN is \$				
	(End of narrative B001)				
0502	5TH ORDERING PERIOD PRODUCTION TYPE II	158	EA	\$	\$
	NOUN: TYPE II SKID STEER LOADERS SECURITY CLASS: Unclassified				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	Per Scope of Work paragraph C.1.1 and Sections entite "Inspection and Acceptance" and "Deliveries or Performance".	led			
	(End of narrative B002)				
	Packaging and Marking				

Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0024 MOD/AMD

Page 50 of 192 REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<pre>Inspection and Acceptance INSPECTION: Origin</pre>				
0503	5TH ORDERING PERIOD BII TYPE II	158	EA	\$	\$
	NOUN: TYPE II SKID STEER LOADER BII SECURITY CLASS: Unclassified				
	Basic Issue Items (BII) per PD ATPD-2360 and Scope of Work, paragraph C.1.2.				
	(End of narrative B003)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B004)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination				
0504	5TH ORDERING PERIOD ISP TYPE II	158	EA	\$	\$
	NOUN: TYPE II SKID STEER LOADER ISP SECURITY CLASS: Unclassified				
	Initial Service Package(ISP) per PD ATPD-2360 and Scope of Work,paragraph C.1.3.				
	(End of narrative B005)				
	PAINT, TOP COAT COLOR: The price for top				

Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 51 of 192 REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B006)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0505	5TH ORDERING PERIOD ATTACHMENTS TYPE II	158	EA	\$	\$
	NOUN: TYPE II SKID STEER ATTACHMENT SECURITY CLASS: Unclassified				
	Attachments per PD ATPD-2360 and Scope of Work, paragraph C.1.4.				
	(End of narrative B009)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B010)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0506	5TH ORDERING PERIOD COEI TYPE II	158	EA	\$	\$

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 52 of 192

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NOUN: TYPE II SKID STEER COEI SECURITY CLASS: Unclassified				
	Components of End Item (COEI) per PD ATPD- 2360 and Scope of Work, paragraph C.1.5.				
	(End of narrative B007)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B008)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0507	5TH ORDERING PERIOD TYPE II TRANSPORTATION	1	EA		\$
	NOUN: TYPE II SKID STEER LOADER FDT SECURITY CLASS: Unclassified				
	FIRST DESTINATION TRANSPORTATION BY ZONE PER SECTION ENTITLED "SPECIAL CONTRACT REQUIREMENTS"PARAGRAPH 4.				
	ZONE 1				
	ZONE 12 (End of narrative B001)				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 53 of 192

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0509	5TH ORDERING PERIOD PRODUCTION TYPE III	67	EA	\$	\$
	NOUN: TYPE III SKID STEER LOADERS SECURITY CLASS: Unclassified				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order. Per Scope of Work paragraph C.1.1 and Sections entit! "Inspection and Acceptance" and "Deliveries or Performance". (End of narrative B001)	ed			
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination				
510	5TH ORDERING PERIOD BII TYPE III	67	EA	\$	\$
	NOUN: TYPE II SKID STEER LOADER BII SECURITY CLASS: Unclassified				
	Basic Issue Items (BII) per PD ATPD-2360 and Scope of Work, paragraph C.1.2.				
	(End of narrative B003)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B004)				

Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 54 of 192 REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0511	5TH ORDERING PERIOD ISP TYPE III	67	EA	\$	\$
	NOUN: TYPE III SKID STEER ISP SECURITY CLASS: Unclassified				
	Initial Service Package(ISP) per PD ATPD-2360 and Scope of Work, paragraph C.1.3.				
	(End of narrative B005)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B006)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0512	5TH ORDERING PERIOD ATTACHMENTS TYPE III	67	EA	\$	\$
	NOUN: TYPE III SKID STEER ATTACH SECURITY CLASS: Unclassified				
	Attachments per PD ATPD-2360 and Scope of Work,paragraph C.1.4.				

Reference No. of Document Being Continued PIIN/SIIN $^{\text{W56HzV-07-R-0024}}$ MOD/AMD

Page 55 of 192
REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B009)				
	PAINT, TOP COAT COLOR: The price for top				
	coat of the vehicles either green 383 or tan				
	686 is included in the vehicle unit price. The Government will identify the color paint				
	requirement at the time of the funded				
	delivery order.				
	(End of narrative B010)				
	Darkaning and Maulting				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	1.0012011011 0115111 1.0001111102 0115111				
	FOB POINT: Destination				
0510		68		_	
0513	5TH ORDERING PERIOD COEI TYPE III	67	EA	\$	\$
	NOUN: TYPE III SKID STEER COEI SECURITY CLASS: Unclassified				
	BECORTI CEMBO MICIABBILICA				
	Components of End Item (COEI) per PD ATPD-				
	2360 and Scope of Work, paragraph C.1.5.				
	(End of narrative B007)				
	PAINT, TOP COAT COLOR: The price for top				
	coat of the vehicles either green 383 or tan				
	686 is included in the vehicle unit price.				
	The Government will identify the color paint requirement at the time of the funded				
	delivery order.				
	(End of narrative B008)				
	Parlianing and Marking				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 56 of 192

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0514	5TH ORDERING PERIOD TYPE III TRANSPORTATION	1	EA		\$
	NOUN: TYPE III SKID STEER FDT SECURITY CLASS: Unclassified				
	FIRST DESTINATION TRANSPORTATION BY ZONE PER SECTION ENTITLED "SPECIAL CONTRACT REQUIREMENTS"PARAGRAPH 4.				
	ZONE 1				
	ZONE 12(End of narrative B001)				
0516	5TH ORDERING PERIOD VEHICLE HAND-OFF	67			\$
	NOUN: VEHICLE HAND-OFF SECURITY CLASS: Unclassified				
	In accordance with Scope of Work, paragraph C.5. (End of narrative B001)				
0517	5TH ORDERING PERIOD SPECIAL TOOLS/SPT EQUIP	67		\$	\$
	NOUN: SPECIAL TOOLS/SUPPORT EQUIP SECURITY CLASS: Unclassified				
	In accordance with Scope of Work, paragraph C.6.				
	(End of narrative B001)				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

OD/AMD

Page 57 of 192

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Packaging and Marking				
	FOB POINT:				
0518	5TH ORDERING PERIOD NET OPERATOR TRAINING	1			\$
	NOUN: NET OPERATOR TRAINING CLASS SECURITY CLASS: Unclassified				
	CONUS-NET/Operator Training on Skid Steer per Scope of Work, paragraph C.6.6.				
	The unit price for this class is \$				
	(End of narrative B001)				
0519	5TH ORDERING PERIOD NET MAINTAINER TRAIN	1			\$
	NOUN: NET MAINTAINER TRAINING CLASS SECURITY CLASS: Unclassified				
	CONUS-NET/Maintenance Training on Skid Steer per Scope of Work, paragraph C.6.6.				
	The unit price for this class is				
	(End of narrative B001)				
0520	5TH ORDERING PERIOD KTR TECH ASSIST CONUS	1			\$
	NOUN: CONTRACTOR TECH ASSIST CONUS SECURITY CLASS: Unclassified				
	CONUS Contractor Technical Assistance per Scope of Work, paragraph C.11.				
	The man-day rate for this CLIN is \$				
	(End of narrative B001)				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 58 of 192

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0521	5TH ORDERING PERIOD KTR TECH ASSIST OCONUS NOUN: CONTRACTOR TECH ASSIST OCONUS SECURITY CLASS: Unclassified	1			\$
	OCONUS Contractor Technical Assistance during non-contingency operations per Scope of Work, paragraph C.11. The man-day rate for this CLIN is \$				
0522	5TH ORDERING PERIOD TECH OCONUS/CONTINGENCY NOUN: CONTRACTOR TECH ASSIST OCONUS SECURITY CLASS: Unclassified	1			\$
	OCONUS Contractor Technical Assistance during contingency operations per Scope of Work, paragraph C.11. The man-day rate for this CLIN is \$				
0602	1ST OPTION PERIOD PRODUCTION TYPE II NOUN: TYPE II SKID STEER LOADERS	146	EA	\$	\$
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order. Per Scope of Work paragraph C.1.1 and Sections entit: "Inspection and Acceptance" and "Deliveries or Performance".	led			

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 59 of 192

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B002)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0603	1ST OPTION PERIOD BII TYPE II	146	EA	\$	\$
	NOUN: TYPE II SKID STEER LOADER BII SECURITY CLASS: Unclassified				
	Basic Issue Items (BII) per PD ATPD-2360 and Scope of Work, paragraph C.1.2.				
	(End of narrative B003)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B004)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0604	1ST OPTION PERIOD ISP TYPE II	146	EA	\$	\$
	NOUN: TYPE II SKID STEER LOADER ISP SECURITY CLASS: Unclassified				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 60 of 192
REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Initial Service Package(ISP) per PD ATPD-2360 and Scope of Work, paragraph C.1.3.				
	(End of narrative B005)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B006)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0605	1ST OPTION PERIOD ATTACHMENTS TYPE II	146	EA	\$	\$
	NOUN: TYPE II SKID STEER ATTACHMENT SECURITY CLASS: Unclassified				
	Attachments per PD ATPD-2360 and Scope of Work, paragraph C.1.4.				
	(End of narrative B009)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B010)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				

Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0024 MOD/AMD

Page 61 of 192 REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Destination				
0606	1ST OPTION PERIOD COEI TYPE II	146	EA	\$	\$
	NOUN: TYPE II SKID STEER COEI SECURITY CLASS: Unclassified				
	Components of End Item (COEI) per PD ATPD- 2360 and Scope of Work, paragraph C.1.5.				
	(End of narrative B007)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B008)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0607	1ST OPTION PERIOD TYPE II TRANSPORTATION	1	EA		\$
	NOUN: TYPE II SKID STEER LOADER FDT SECURITY CLASS: Unclassified				
	FIRST DESTINATION TRANSPORTATION BY ZONE PER SECTION ENTITLED "SPECIAL CONTRACT REQUIREMENTS"PARAGRAPH 4.				
	ZONE 1				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

OD/AMD

Page 62 of 192
REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	ZONE 8				
0609	1ST OPTION PERIOD PRODUCTION TYPE III	39	EA	\$	\$
	NOUN: TYPE III SKID STEER LOADERS SECURITY CLASS: Unclassified				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order. Per Scope of Work paragraph C.1.1 and Sections entit! "Inspection and Acceptance" and "Deliveries or Performance".	led			
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination				
0610	1ST OPTION PERIOD BII TYPE III	39	EA	\$	\$
	NOUN: TYPE II SKID STEER LOADER BII SECURITY CLASS: Unclassified				
	Basic Issue Items (BII) per PD ATPD-2360 and Scope of Work, paragraph C.1.2.				
	(End of narrative B003)				
	PAINT, TOP COAT COLOR: The price for top				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 63 of 192

	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B004)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0611	1ST OPTION PERIOD ISP TYPE III	39	EA	\$	\$
	NOUN: TYPE III SKID STEER ISP SECURITY CLASS: Unclassified				
	Initial Service Package(ISP) per PD ATPD-2360 and Scope of Work, paragraph C.1.3.				
	(End of narrative B005)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B006)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0612	1ST OPTION PERIOD ATTACHMENTS TYPE III	39	EA	\$	\$

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 64 of 192
REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NOUN: TYPE III SKID STEER ATTACH SECURITY CLASS: Unclassified				
	Attachments per PD ATPD-2360 and Scope of Work, paragraph C.1.4.				
	(End of narrative B009)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B010)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0613	1ST OPTION PERIOD COEI TYPE III	39	EA	\$	\$
	NOUN: TYPE III SKID STEER COEI SECURITY CLASS: Unclassified				
	Components of End Item (COEI) per PD ATPD- 2360 and Scope of Work, paragraph C.1.5.				
	(End of narrative B007)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B008)				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

ntinued Page 65 of 192
REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Packaging and Marking Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination				
0614	1ST OPTION PERIOD TYPE III TRANSPORTATION	1	EA		\$
	NOUN: TYPE III SKID STEER FDT SECURITY CLASS: Unclassified				
	FIRST DESTINATION TRANSPORTATION BY ZONE PER SECTION ENTITLED "SPECIAL CONTRACT REQUIREMENTS"PARAGRAPH 4.				
	ZONE 1				
	(End of narrative B001)				
0616	1ST OPTION PERIOD VEHICLE HAND-OFF	39			\$
	NOUN: VEHICLE HAND-OFF SECURITY CLASS: Unclassified				
	In accordance with Scope of Work, paragraph C.5. (End of narrative B001)				
	1ST OPTION PERIOD SPECIAL TOOLS/SPT EQUIP	39		Ś	s

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 66 of 192
REPRINT

Name of Offer	or or Contractor:				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NOUN: SPECIAL TOOLS/SUPPORT EQUIP SECURITY CLASS: Unclassified				
	In accordance with Scope of Work, paragraph C.6.				
	(End of narrative B001)				
	Packaging and Marking				
	FOB POINT:				
0618	1ST OPTION PERIOD NET OPERATOR TRAINING	1			\$
	NOUN: NET OPERATOR TRAINING CLASS SECURITY CLASS: Unclassified				
	CONUS-NET/Operator Training on Skid Steer per Scope of Work, paragraph C.6.6.				
	The unit price for this class is \$				
	(End of narrative B001)				
0619	1ST OPTION PERIOD NET MAINTAINER TRAIN				\$
	NOUN: NET MAINTAINER TRAINING CLASS SECURITY CLASS: Unclassified				
	CONUS-NET/Maintenance Training on Skid Steer per Scope of Work, paragraph C.6.6.				
	The unit price for this class is \$				
	(End of narrative B001)				
0620	1ST OPTION PERIOD KTR TECH ASSIST CONUS	1			\$
	NOUN: CONTRACTOR TECH ASSIST CONUS SECURITY CLASS: Unclassified				

Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 67 of 192 REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	CONUS Contractor Technical Assistance per Scope of Work, paragraph C.11. The man-day rate for this CLIN is \$				
	(End of narrative B001)				
0621	1ST OPTION PERIOD KTR TECH ASSIST OCONUS	1			\$
	NOUN: CONTRACTOR TECH ASSIST OCONUS SECURITY CLASS: Unclassified				
	OCONUS Contractor Technical Assistance during non-contingency operations per Scope of Work, paragraph C.11.				
	The man-day rate for this CLIN is \$ (End of narrative B001)				
0622	1ST OPTION PERIOD TECH OCONUS/CONTINGENCY	1			\$
	NOUN: CONTRACTOR TECH ASSIST OCONUS SECURITY CLASS: Unclassified				
	OCONUS Contractor Technical Assistance during contingency operations per Scope of Work, paragraph C.11.				
	The man-day rate for this CLIN is \$ (End of narrative B001)				
0702	2ND OPTION PERIOD PRODUCTION TYPE II	146	EA	\$	\$
	NOUN: TYPE II SKID STEER LOADERS SECURITY CLASS: Unclassified				
	PAINT, TOP COAT COLOR: The price for top				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 68 of 192
REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	Per Scope of Work paragraph C.1.1 and Sections entit "Inspection and Acceptance" and "Deliveries or Performance".	led			
	(End of narrative B002)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0703	2ND OPTION PERIOD BII TYPE II	146	EA	\$	\$
	NOUN: TYPE II SKID STEER LOADER BII SECURITY CLASS: Unclassified				
	Basic Issue Items (BII) per PD ATPD-2360 and Scope of Work, paragraph C.1.2.				
	(End of narrative B003)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B004)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 69 of 192

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0704	2ND OPTION PERIOD ISP TYPE II	146	EA	\$	\$
	NOUN: TYPE II SKID STEER LOADER ISP SECURITY CLASS: Unclassified				
	Initial Service Package(ISP) per PD ATPD-2360 and Scope of Work, paragraph C.1.3.				
	(End of narrative B005)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B006)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0705	2ND OPTION PERIOD ATTACHMENTS TYPE II	146	EA	\$	\$
	NOUN: TYPE II SKID STEER ATTACHMENT SECURITY CLASS: Unclassified				
	Attachments per PD ATPD-2360 and Scope of Work, paragraph C.1.4.				
	(End of narrative B009)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				

Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0024 MOD/AMD

Page 70 of 192 REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B010)	(33333333			
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0706	2ND OPTION PERIOD COEI TYPE II	146	EA	\$	\$
	NOUN: TYPE II SKID STEER COEI SECURITY CLASS: Unclassified				
	Components of End Item (COEI) per PD ATPD- 2360 and Scope of Work, paragraph C.1.5.				
	(End of narrative B007)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B008)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0707	2ND OPTION PERIOD TYPE II TRANSPORTATION	1	EA		\$
	NOUN: TYPE II SKID STEER LOADER FDT SECURITY CLASS: Unclassified				
	FIRST DESTINATION TRANSPORTATION BY ZONE PER SECTION ENTITLED "SPECIAL CONTRACT REQUIREMENTS"PARAGRAPH 4.				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

IOD/AMD

Page 71 of 192

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	ZONE 1				
	(End of narrative B001)				
0709	2ND OPTION PERIOD PRODUCTION TYPE III	39	EA	\$	\$
	NOUN: TYPE III SKID STEER LOADERS SECURITY CLASS: Unclassified				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order. Per Scope of Work paragraph C.1.1 and Sections entitle "Inspection and Acceptance" and "Deliveries or Performance".	ed			
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
710	2ND OPTION PERIOD BII TYPE III	39	EA	\$	\$
	NOUN: TYPE II SKID STEER LOADER BII SECURITY CLASS: Unclassified				

Reference No. of Document Being Continued PIIN/SIIN $^{\text{W56HzV-07-R-0024}}$ MOD/AMD

ontinued Page 72 of 192
REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Basic Issue Items (BII) per PD ATPD-2360 and Scope of Work, paragraph C.1.2.				
	(End of narrative B003)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B004)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0711	2ND OPTION PERIOD ISP TYPE III	39	EA	\$	\$
	NOUN: TYPE III SKID STEER ISP SECURITY CLASS: Unclassified				
	Initial Service Package(ISP) per PD ATPD-2360 and Scope of Work, paragraph C.1.3.				
	(End of narrative B005)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B006)				
	Packaging and Marking				

Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 73 of 192 REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
712	2ND OPTION PERIOD ATTACHMENTS TYPE III	39	EA	\$	\$
	NOUN: TYPE III SKID STEER ATTACH SECURITY CLASS: Unclassified				
	Attachments per PD ATPD-2360 and Scope of Work, paragraph C.1.4.				
	(End of narrative B009)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B010)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
713	2ND OPTION PERIOD COEI TYPE III	39	EA	\$	\$
	NOUN: TYPE III SKID STEER COEI SECURITY CLASS: Unclassified				
	Components of End Item (COEI) per PD ATPD- 2360 and Scope of Work, paragraph C.1.5.				
	(End of narrative B007)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price.				

Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 74 of 192 REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	The Government will identify the color paint requirement at the time of the funded delivery order. (End of narrative B008)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0714	2ND OPTION PERIOD TYPE III TRANSPORTATION	1	EA		\$
	NOUN: TYPE III SKID STEER FDT SECURITY CLASS: Unclassified				
	FIRST DESTINATION TRANSPORTATION BY ZONE PER SECTION ENTITLED "SPECIAL CONTRACT REQUIREMENTS"PARAGRAPH 4.				
	ZONE 1				
	(End of narrative B001)				
0716	2ND OPTION PERIOD VEHICLE HAND-OFF	39			\$
	NOUN: VEHICLE HAND-OFF SECURITY CLASS: Unclassified				
	In accordance with Scope of Work, paragraph C.5.				

Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 75 of 192 REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B001)				
0717	2ND OPTION PERIOD SPECIAL TOOLS/SPT EQUIP	39		\$	\$
	NOUN: SPECIAL TOOLS/SUPPORT EQUIP SECURITY CLASS: Unclassified				
	In accordance with Scope of Work, paragraph C.6. (End of narrative B001)				
	Packaging and Marking FOB POINT:				
0718	2ND OPTION PERIOD NET OPERATOR TRAINING	1			\$
	NOUN: NET OPERATOR TRAINING CLASS SECURITY CLASS: Unclassified				
	CONUS-NET/Operator Training on Skid Steer per Scope of Work, paragraph C.6.6.				
	The unit price for this class is \$				
	(End of narrative B001)				
0719	2ND OPTION PERIOD NET MAINTAINER TRAIN	1			\$
	NOUN: NET MAINTAINER TRAINING CLASS SECURITY CLASS: Unclassified				
	CONUS-NET/Maintenance Training on Skid Steer per Scope of Work, paragraph C.6.6.				
	The unit price for this class is \$				
	(End of narrative B001)				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 76 of 192

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0720	2ND OPTION PERIOD KTR TECH ASSIST CONUS	1			\$
	NOUN: CONTRACTOR TECH ASSIST CONUS SECURITY CLASS: Unclassified				
	CONUS Contractor Technical Assistance per Scope of Work, paragraph C.11.				
	The man-day rate for this CLIN is \$ (End of narrative B001)				
0721	2ND OPTION PERIOD KTR TECH ASSIST OCONUS	1			\$
	NOUN: CONTRACTOR TECH ASSIST OCONUS SECURITY CLASS: Unclassified				
	OCONUS Contractor Technical Assistance during non-contingency operations per Scope of Work, paragraph C.11.				
	The man-day rate for this CLIN is \$ (End of narrative B001)				
0722	2ND OPTION PERIOD TECH OCONUS/CONTINGENCY	1			s
	NOUN: CONTRACTOR TECH ASSIST OCONUS SECURITY CLASS: Unclassified				
	OCONUS Contractor Technical Assistance during contingency operations per Scope of Work, paragraph C.11.				
	The man-day rate for this CLIN is \$ (End of narrative B001)				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 77 of 192

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0802	3RD OPTION PERIOD PRODUCTION TYPE II	146	EA	\$	\$
	NOUN: TYPE II SKID STEER LOADERS SECURITY CLASS: Unclassified				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order. Per Scope of Work paragraph C.1.1 and Sections entit! "Inspection and Acceptance" and "Deliveries or Performance".	ed			
	(End of narrative B002)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0803	3RD OPTION PERIOD BII TYPE II	146	EA	\$	\$
	NOUN: TYPE II SKID STEER LOADER BII SECURITY CLASS: Unclassified				
	Basic Issue Items (BII) per PD ATPD-2360 and Scope of Work, paragraph C.1.2.				
	(End of narrative B003)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B004)				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 78 of 192

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0804	3RD OPTION PERIOD ISP TYPE II	146	EA	\$	\$
	NOUN: TYPE II SKID STEER LOADER ISP SECURITY CLASS: Unclassified				
	Initial Service Package(ISP) per PD ATPD-2360 and Scope of Work, paragraph C.1.3.				
	(End of narrative B005)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B006)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0805	3RD OPTION PERIOD ATTACHMENTS TYPE II	146	EA	\$	\$
	NOUN: TYPE II SKID STEER ATTACHMENT SECURITY CLASS: Unclassified				
	Attachments per PD ATPD-2360 and Scope of Work, paragraph C.1.4.				
		1	i	ı	i

Reference No. of Document Being Continued PIIN/SIIN $^{\text{W56HzV-07-R-0024}}$ MOD/AMD

Page 79 of 192

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B010)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0806	3RD OPTION PERIOD COEI TYPE II	146	EA	\$	\$
	NOUN: TYPE II SKID STEER COEI SECURITY CLASS: Unclassified				
	Components of End Item (COEI) per PD ATPD- 2360 and Scope of Work,paragraph C.1.5.				
	(End of narrative B007)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B008)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0807	3RD OPTION PERIOD TYPE II TRANSPORTATION	1	EA		\$

Reference No. of Document Being Continued PIIN/SIIN $^{\text{W56HzV-07-R-0024}}$ MOD/AMD

Page 80 of 192

SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
NOUN: TYPE II SKID STEER LOADER FDT SECURITY CLASS: Unclassified				
FIRST DESTINATION TRANSPORTATION BY ZONE PER SECTION ENTITLED "SPECIAL CONTRACT REQUIREMENTS"PARAGRAPH 4.				
ZONE 1 ZONE 2 ZONE 3 ZONE 4 ZONE 5 ZONE 6				
ZONE 7				
(End of narrative B001)				
3RD OPTION PERIOD PRODUCTION TYPE III	39	EA	\$	\$
NOUN: TYPE III SKID STEER LOADERS SECURITY CLASS: Unclassified				
PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
Per Scope of Work paragraph C.1.1 and Sections entit "Inspection and Acceptance" and "Deliveries or Performance".	led			
(End of narrative B001)				
Packaging and Marking				
Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
I .		I	l	I
	NOUN: TYPE II SKID STEER LOADER FDT SECURITY CLASS: Unclassified FIRST DESTINATION TRANSPORTATION BY ZONE PER SECTION ENTITLED "SPECIAL CONTRACT REQUIREMENTS" PARAGRAPH 4. ZONE 1 ZONE 2 ZONE 3 ZONE 4 ZONE 5 ZONE 6 ZONE 7 ZONE 8 ZONE 9 ZONE 10 ZONE 11 ZONE 12 (End of narrative B001) 3RD OPTION PERIOD PRODUCTION TYPE III NOUN: TYPE III SKID STEER LOADERS SECURITY CLASS: Unclassified PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order. Per Scope of Work paragraph C.1.1 and Sections entit. "Inspection and Acceptance" and "Deliveries or Performance". (End of narrative B001) Packaging and Marking Inspection and Acceptance	NOUN: TYPE II SKID STEER LOADER FDT SECURITY CLASS: Unclassified FIRST DESTINATION TRANSPORTATION BY ZONE PER SECTION ENTITLED "SPECIAL CONTRACT REQUIREMENTS PARAGRAPH 4. ZONE 1 ZONE 2 ZONE 3 ZONE 4 ZONE 5 ZONE 6 ZONE 7 ZONE 8 ZONE 9 ZONE 10 ZONE 11 ZONE 11 ZONE 12 (End of narrative B001) 39 NOUN: TYPE III SKID STEER LOADERS SECURITY CLASS: Unclassified FAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order. Per Scope of Work paragraph C.1.1 and Sections entitled "Inspection and Acceptance" and "Deliveries or Performance". (End of narrative B001) Fackaging and Marking Inspection and Acceptance	NOUN: TYPE II SKID STEER LOADER FDT SECURITY CLASS: Unclassified FIRST DESTINATION TRANSPORTATION BY ZONE PER SECTION ENTITLED 'SPECIAL CONTRACT REQUIREMENTS' PARAGRAPH 4. ZONE 1 ZONE 2 ZONE 3 ZONE 4 ZONE 6 ZONE 6 ZONE 7 ZONE 8 ZONE 9 ZONE 10 ZONE 11 ZONE 12 (End of narrative B001) ARD OPTION PERIOD PRODUCTION TYPE III 39 EA NOUN: TYPE III SKID STEER LOADERS SECURITY CLASS: Unclassified PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order. Per Scope of Work paragraph C.l.l and Sections entitled "Inspection and Acceptance" and "Deliveries or Performance". (End of narrative B001) Packaging and Marking Inspection and Acceptance	NOUN: TYPE II SKID STEER LOADER FDT SECURITY CLASS: Unclassified PIRST DESTINATION TRANSPORTATION BY ZORN PER SECTION ANNITIED 'SERCIAL CONTRACT REQUIREMENTS' PARAGRAPH 4. ZONE 1 ZONE 3 ZONE 4 ZONE 5 ZONE 6 ZONE 7 ZONE 8 ZONE 9 ZONE 10 ZONE 11 ZONE 12 (End of narrative B001) (End of narrative B001) ARD OPTION PERIOD PRODUCTION TYPE III ZONE 12 (End of the vehicles sither green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order. Per Scope of Work paragraph C.1.1 and Sections entitled "Inspection and Acceptance" and 'Deliveries or Performance". (End of narrative B001) Packaging and Marking Inspection and Acceptance

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 81 of 192
REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0810	3RD OPTION PERIOD BII TYPE III	39	EA	\$	\$
	NOUN: TYPE II SKID STEER LOADER BII SECURITY CLASS: Unclassified				
	Basic Issue Items (BII) per PD ATPD-2360 and Scope of Work, paragraph C.1.2.				
	(End of narrative B003)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B004)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0811	3RD OPTION PERIOD ISP TYPE III	39	EA	\$	\$
	NOUN: TYPE III SKID STEER ISP SECURITY CLASS: Unclassified				
	Initial Service Package(ISP) per PD ATPD-2360 and Scope of Work, paragraph C.1.3.				
	(End of narrative B005)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 82 of 192

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B006)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0812	3RD OPTION PERIOD ATTACHMENTS TYPE III	39	EA	\$	\$
	NOUN: TYPE III SKID STEER ATTACH SECURITY CLASS: Unclassified				
	Attachments per PD ATPD-2360 and Scope of Work, paragraph C.1.4.				
	(End of narrative B009)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B010)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0813	3RD OPTION PERIOD COEI TYPE III	39	EA	\$	\$
	NOUN: TYPE III SKID STEER COEI SECURITY CLASS: Unclassified				
	Components of End Item (COEI) per PD ATPD-				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 83 of 192
REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	2360 and Scope of Work, paragraph C.1.5.				
	(End of narrative B007)				
	PAINT, TOP COAT COLOR: The price for top				
	coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price.				
	The Government will identify the color paint				
	requirement at the time of the funded delivery order.				
	derivery order.				
	(End of narrative B008)				
	Packaging and Marking				
	Fackaging and Marking				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0014					
0814	3RD OPTION PERIOD TYPE III TRANSPORTATION	1	EA		\$
	NOUN: TYPE III SKID STEER FDT				
	SECURITY CLASS: Unclassified				
	FIRST DESTINATION TRANSPORTATION BY				
	ZONE PER SECTION ENTITLED "SPECIAL				
	CONTRACT REQUIREMENTS"PARAGRAPH 4.				
	ZONE 1 ZONE 2				
	ZONE 3				
	ZONE 4 ZONE 5				
	ZONE 6				
	ZONE 7 ZONE 8				
	ZONE 9				
	ZONE 10 ZONE 11				
	ZONE 12				
	(End of narrative B001)				
	(

Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0024 MOD/AMD

Page 84 of 192 REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0816	3RD OPTION PERIOD VEHICLE HAND-OFF	39			\$
	NOUN: VEHICLE HAND-OFF SECURITY CLASS: Unclassified				
	In accordance with Scope of Work, paragraph C.5.				
	(End of narrative B001)				
0817	3RD OPTION PERIOD SPECIAL TOOLS/SPT EQUIP	39		\$	\$
	NOUN: SPECIAL TOOLS/SUPPORT EQUIP				
	SECURITY CLASS: Unclassified				
	In accordance with Scope of Work, paragraph C.6.				
	(End of narrative B001)				
	Packaging and Marking				
	FOB POINT:				
0818	3RD OPTION PERIOD NET OPERATOR TRAINING	1			\$
	NOUN: NET OPERATOR TRAINING CLASS				
	SECURITY CLASS: Unclassified				
	CONUS-NET/Operator Training on Skid Steer per Scope of Work, paragraph C.6.6.				
	The unit price for this class is				
	\$(End of narrative B001)				
	(End of narrative Boot)				
0819	3RD OPTION PERIOD NET MAINTAINER TRAIN	1			\$
-	AND				
	NOUN: NET MAINTAINER TRAINING CLASS SECURITY CLASS: Unclassified				
	<u>I</u>		1	1	ı

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 85 of 192
REPRINT

Name of Offer	or or Contractor:				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	CONUS-NET/Maintenance Training on Skid Steer per Scope of Work, paragraph C.6.6. The unit price for this class is \$				
0820	3RD OPTION PERIOD KTR TECH ASSIST CONUS	1			\$
	NOUN: CONTRACTOR TECH ASSIST CONUS SECURITY CLASS: Unclassified CONUS Contractor Technical Assistance per Scope of Work, paragraph C.11. The man-day rate for this CLIN is \$				
	(End of narrative B001)				
0821	3RD OPTION PERIOD KTR TECH ASSIST OCONUS NOUN: CONTRACTOR TECH ASSIST OCONUS SECURITY CLASS: Unclassified	1			\$
	OCONUS Contractor Technical Assistance during non-contingency operations per Scope of Work, paragraph C.11. The man-day rate for this CLIN is \$				
0822	3RD OPTION PERIOD TECH OCONUS/CONTINGENCY NOUN: CONTRACTOR TECH ASSIST OCONUS SECURITY CLASS: Unclassified	1			\$
	OCONUS Contractor Technical Assistance during contingency operations per Scope of				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 86 of 192

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Work, paragraph C.11. The man-day rate for this CLIN is \$ (End of narrative B001)				
0902	4TH OPTION PERIOD PRODUCTION TYPE II	146	EA	\$	\$
	NOUN: TYPE II SKID STEER LOADERS SECURITY CLASS: Unclassified				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order. Per Scope of Work paragraph C.1.1 and Sections entit. "Inspection and Acceptance" and "Deliveries or Performance". (End of narrative B001)	l.ed			
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0903	4TH OPTION PERIOD BII TYPE II	146	EA	\$	\$
	NOUN: TYPE II SKID STEER LOADER BII SECURITY CLASS: Unclassified				
	Basic Issue Items (BII) per PD ATPD-2360 and Scope of Work, paragraph C.1.2.				
	(End of narrative B003)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 87 of 192
REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	delivery order. (End of narrative B004)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0904	4TH OPTION PERIOD ISP TYPE II	146	EA	\$	\$
	NOUN: TYPE II SKID STEER LOADER ISP SECURITY CLASS: Unclassified				
	Initial Service Package(ISP) per PD ATPD-2360 and Scope of Work, paragraph C.1.3.				
	(End of narrative B005)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B006)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0905	4TH OPTION PERIOD ATTACHMENTS TYPE II	146	EA	\$	\$
	NOUN: TYPE II SKID STEER ATTACHMENT SECURITY CLASS: Unclassified				

Reference No. of Document Being Continued PIIN/SIIN $^{\text{W56HzV-07-R-0024}}$ MOD/AMD

Page 88 of 192

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Attachments per PD ATPD-2360 and Scope of Work, paragraph C.1.4.				
	(End of narrative B009)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B010)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0906	4TH OPTION PERIOD COEI TYPE II	146	EA	\$	\$
	NOUN: TYPE II SKID STEER COEI SECURITY CLASS: Unclassified				
	Components of End Item (COEI) per PD ATPD- 2360 and Scope of Work, paragraph C.1.5.				
	(End of narrative B007)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B008)				
	Packaging and Marking				
	Inspection and Acceptance				

Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0024 MOD/AMD

Page 89 of 192 REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination				
0907	4TH OPTION PERIOD TYPE II TRANSPORTATION	1	EA		\$
	NOUN: TYPE II SKID STEER LOADER FDT SECURITY CLASS: Unclassified				
	FIRST DESTINATION TRANSPORTATION BY ZONE PER SECTION ENTITLED "SPECIAL CONTRACT REQUIREMENTS"PARAGRAPH 4.				
	ZONE 1				
	(End of narrative B001)				
0909	4TH OPTION PERIOD PRODUCTION TYPE III	39	EA	\$	\$
	NOUN: TYPE III SKID STEER LOADERS SECURITY CLASS: Unclassified				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	Per Scope of Work paragraph C.1.1 and Sections entit "Inspection and Acceptance" and "Deliveries or Performance".	led			
	(End of narrative B001)				
	Packaging and Marking				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

ntinued Page 90 of 192
REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination				
0910	4TH OPTION PERIOD BII TYPE III	39	EA	\$	\$
	NOUN: TYPE II SKID STEER LOADER BII SECURITY CLASS: Unclassified				
	Basic Issue Items (BII) per PD ATPD-2360 and Scope of Work, paragraph C.1.3.				
	(End of narrative B003)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B004)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0911	4TH OPTION PERIOD ISP TYPE III	39	EA	\$	\$
	NOUN: TYPE III SKID STEER ISP SECURITY CLASS: Unclassified				
	Initial Service Package(ISP) per PD ATPD-2360 and Scope of Work, paragraph C.1.3.				
	(End of narrative B005)				

Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 91 of 192 REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B006)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0912	4TH OPTION PERIOD ATTACHMENTS TYPE III	39	EA	\$	\$
	NOUN: TYPE III SKID STEER ATTACH SECURITY CLASS: Unclassified				
	Attachments per PD ATPD-2360 and Scope of Work, paragraph C.1.4.				
	(End of narrative B009)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B010)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0913	4TH OPTION PERIOD COEI TYPE III	39	EA	\$	\$

Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0024 MOD/AMD

Page 92 of 192 REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NOUN: TYPE III SKID STEER COEI SECURITY CLASS: Unclassified				
	Components of End Item (COEI) per PD ATPD- 2360 and Scope of Work, paragraph C.1.5.				
	(End of narrative B007)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B008)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
0914	4TH OPTION PERIOD TYPE III TRANSPORTATION	1	EA		\$
	NOUN: TYPE III SKID STEER FDT SECURITY CLASS: Unclassified				
	FIRST DESTINATION TRANSPORTATION BY ZONE PER SECTION ENTITLED "SPECIAL CONTRACT REQUIREMENTS"PARAGRAPH 4.				
	ZONE 1				
	ZONE 12				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

ntinued Page 93 of 192
REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B001)				
0916	4TH OPTION PERIOD VEHICLE HAND-OFF	39			\$
	NOUN: VEHICLE HAND-OFF SECURITY CLASS: Unclassified				
	In accordance with Scope of Work, paragraph C.5. (End of narrative B001)				
0917	4TH OPTION PERIOD SPECIAL TOOLS/SPT EQUIP NOUN: SPECIAL TOOLS/SUPPORT EQUIP SECURITY CLASS: Unclassified	39		\$	\$
	In accordance with Scope of Work, paragraph C.6. (End of narrative B001)				
	Packaging and Marking FOB POINT:				
0918	4TH OPTION PERIOD NET OPERATOR TRAINING NOUN: NET OPERATOR TRAINING CLASS SECURITY CLASS: Unclassified	1			\$
	CONUS-NET/Operator Training on Skid Steer per Scope of Work, paragraph C.6.6. The unit price for this class is \$				
0919	4TH OPTION PERIOD NET MAINTAINER TRAIN	1			\$

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 94 of 192
REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NOUN: NET MAINTAINER TRAINING CLASS SECURITY CLASS: Unclassified				
	CONUS-NET/Maintenance Training on Skid Steer per Scope of Work, paragraph C.6.6.				
	The unit price for this class is				
	(End of narrative B001)				
0920	4TH OPTION PERIOD KTR TECH ASSIST CONUS	1			\$
	NOUN: CONTRACTOR TECH ASSIST CONUS SECURITY CLASS: Unclassified				
	CONUS Contractor Technical Assistance per Scope of Work, paragraph C.11.				
	The man-day rate for this CLIN is \$				
	(End of narrative B001)				
0921	4TH OPTION PERIOD KTR TECH ASSIST OCONUS	1			\$
	NOUN: CONTRACTOR TECH ASSIST OCONUS SECURITY CLASS: Unclassified				
	OCONUS Contractor Technical Assistance during non-contingency operations per Scope of Work, paragraph C.11.				
	The man-day rate for this CLIN is \$				
	(End of narrative B001)				
0922	4TH OPTION PERIOD TECH OCONUS/CONTINGENCY	1			\$
	NOUN: CONTRACTOR TECH ASSIST OCONUS				

Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 95 of 192 REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECURITY CLASS: Unclassified OCONUS Contractor Technical Assistance during contingency operations per Scope of Work, paragraph C.11. The man-day rate for this CLIN is \$				
1002	5TH OPTION PERIOD PRODUCTION TYPE II	146	EA	\$	\$
	NOUN: TYPE II SKID STEER LOADERS SECURITY CLASS: Unclassified				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order. Per Scope of Work paragraph C.1.1 and Sections entit! "Inspection and Acceptance" and "Deliveries or Performance".	.ed			
	(End of narrative B002)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination				
1003	5TH OPTION PERIOD BII TYPE II	146	EA	\$	\$
	NOUN: TYPE II SKID STEER LOADER BII SECURITY CLASS: Unclassified				
	Basic Issue Items (BII) per PD ATPD-2360 and Scope of Work, paragraph C.1.2.				

Reference No. of Document Being Continued PIIN/SIIN $^{\text{W56HzV-07-R-0024}}$ MOD/AMD

Page 96 of 192
REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B003)				
	PAINT, TOP COAT COLOR: The price for top				
	coat of the vehicles either green 383 or tan				
	686 is included in the vehicle unit price.				
	The Government will identify the color paint requirement at the time of the funded				
	delivery order.				
	(End of narrative B004)				
	Packaging and Marking				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
1004	5TH OPTION PERIOD ISP TYPE II	146	EA	\$	\$
	NOUN: TYPE II SKID STEER LOADER ISP SECURITY CLASS: Unclassified				
	SECONITI GENERAL SINCIARDITION				
	Initial Service Package(ISP) per PD ATPD-2360				
	and Scope of Work, paragraph C.1.3.				
	(End of narrative B005)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan				
	686 is included in the vehicle unit price.				
	The Government will identify the color paint				
	requirement at the time of the funded				
	delivery order.				
	(End of narrative B006)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

ntinued Page 97 of 192
REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005	5TH OPTION PERIOD ATTACHMENTS TYPE II	146	EA	\$	\$
	NOUN: TYPE II SKID STEER ATTACHMENT SECURITY CLASS: Unclassified				
	Attachments per PD ATPD-2360 and Scope of Work, paragraph C.1.4.				
	(End of narrative B009)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B010)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
1006	5TH OPTION PERIOD COEI TYPE II	146	EA	\$	\$
	NOUN: TYPE II SKID STEER COEI SECURITY CLASS: Unclassified				
	Components of End Item (COEI) per PD ATPD- 2360 and Scope of Work, paragraph C.1.5.				
	(End of narrative B007)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 98 of 192

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative B008) Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Destination				
1007	5TH OPTION PERIOD TYPE II TRANSPORTATION	1	EA		\$
	NOUN: TYPE II SKID STEER LOADER FDT SECURITY CLASS: Unclassified				
	FIRST DESTINATION TRANSPORTATION BY ZONE PER SECTION ENTITLED "SPECIAL CONTRACT REQUIREMENTS"PARAGRAPH 4.				
	ZONE 1				
	(End of narrative B001)				
1009	5TH OPTION PERIOD PRODUCTION TYPE III	39	EA	\$	\$
	NOUN: TYPE III SKID STEER LOADERS SECURITY CLASS: Unclassified				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	Per Scope of Work paragraph C.1.1 and Sections enti	Led			

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 99 of 192

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	"Inspection and Acceptance" and "Deliveries or Performance".				
	(End of narrative B001)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
1010	5TH OPTION PERIOD BII TYPE III	39	EA	\$	\$
	NOUN: TYPE II SKID STEER LOADER BII SECURITY CLASS: Unclassified				
	Basic Issue Items (BII) per PD ATPD-2360 and Scope of Work, paragraph C.1.2.				
	(End of narrative B003)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan 686 is included in the vehicle unit price. The Government will identify the color paint requirement at the time of the funded delivery order.				
	(End of narrative B004)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
1011	5TH OPTION PERIOD ISP TYPE III	39	EA	\$	\$
	NOUN: TYPE III SKID STEER ISP SECURITY CLASS: Unclassified				

Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0024 MOD/AMD

Page 100 of 192 REPRINT

\$

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

ontinued Page 101 of 192
REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
1013	5TH OPTION PERIOD COEI TYPE III	39	EA	\$	\$
				T	
	NOUN: TYPE III SKID STEER COEI				
	SECURITY CLASS: Unclassified				
	Components of End Item (COEI) per PD ATPD- 2360 and Scope of Work, paragraph C.1.5.				
	(End of narrative B007)				
	PAINT, TOP COAT COLOR: The price for top coat of the vehicles either green 383 or tan				
	686 is included in the vehicle unit price. The Government will identify the color paint				
	requirement at the time of the funded				
	delivery order.				
	(End of narrative B008)				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	FOB POINT: Destination				
1014	5TH OPTION PERIOD TYPE III TRANSPORTATION	1	EA		\$
	NOUN: TYPE III SKID STEER FDT				
	SECURITY CLASS: Unclassified				
	FIRST DESTINATION TRANSPORTATION BY ZONE PER SECTION ENTITLED "SPECIAL				
	CONTRACT REQUIREMENTS PARAGRAPH 4.				
	ZONE 1 ZONE 2				
	ZONE 3				
	ZONE 4 ZONE 5				
	ZONE 6				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 102 of 192
REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	ZONE 7				
1016	5TH OPTION PERIOD VEHICLE HAND-OFF	39			\$
	NOUN: VEHICLE HAND-OFF SECURITY CLASS: Unclassified				
	In accordance with Scope of Work, paragraph C.5. (End of narrative B001)				
1017	5TH OPTION PERIOD SPECIAL TOOLS/SPT EQUIP	39		\$	\$
	NOUN: SPECIAL TOOLS/SUPPORT EQUIP SECURITY CLASS: Unclassified				
	In accordance with Scope of Work, paragraph C.6. (End of narrative B001)				
	Packaging and Marking FOB POINT:				
1018	5TH OPTION PERIOD NET OPERATOR TRAINING	1			\$
	NOUN: NET OPERATOR TRAINING CLASS SECURITY CLASS: Unclassified				
	CONUS-NET/Operator Training on Skid Steer per Scope of Work, paragraph C.6.6.				
	The unit price for this class is				

Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0024 MOD/AMD

Page 103 of 192 REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	\$(End of narrative B001)				
1019	5TH OPTION PERIOD NET MAINTAINER TRAIN	1			\$
	NOUN: NET MAINTAINER TRAINING CLASS SECURITY CLASS: Unclassified				
	CONUS-NET/Maintenance Training on Skid Steer per Scope of Work, paragraph C.6.6.				
	The unit price for this class is \$ (End of narrative B001)				
1020	5TH OPTION PERIOD KTR TECH ASSIST CONUS	1			\$
	NOUN: CONTRACTOR TECH ASSIST CONUS SECURITY CLASS: Unclassified				
	CONUS Contractor Technical Assistance per Scope of Work, paragraph C.11.				
	The man-day rate for this CLIN is \$				
	(End of narrative B001)				
1021	5TH OPTION PERIOD KTR TECH ASSIST OCONUS	1			\$
	NOUN: CONTRACTOR TECH ASSIST OCONUS SECURITY CLASS: Unclassified				
	OCONUS Contractor Technical Assistance during non-contingency operations per Scope of Work, paragraph C.11.				
	The man-day rate for this CLIN is \$ (End of narrative B001)				

Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-07-R-0024}$ MOD/AMD

Page 104 of 192
REPRINT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1022	5TH OPTION PERIOD TECH OCONUS/CONTINGENCY	1			\$
	NOUN: CONTRACTOR TECH ASSIST OCONUS SECURITY CLASS: Unclassified				
	OCONUS Contractor Technical Assistance during contingency operations per Scope of Work, paragraph C.11.				
	The man-day rate for this CLIN is \$				
	(End of narrative B001)				

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 105 of 192

Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SCOPE OF WORK

C.1 Hardware Deliveries.

C.1.1 The contractor shall manufacture and deliver the Heavy Type II Skid Steer Loader and Light Type III Skid Steer Loader, modified to meet all the technical requirements of Purchase Description (PD) "Skid Steer Loaders" PD No. ATPD-2360 (Attachment 001). Each Skid Steer Loader shall be delivered with a combination bucket, Forklift attachment, Hydraulic breaker and Earth Auger. Delivery Orders will specify the vehicle type, quantity, delivery dates, destinations, level of preservation, paint color and attachments. All hardware listed in C.1.2, C.1.3, C.1.4 and C.1.5 shall be included in the unit price of the vehicle.

C.1.2 Basic Issue Items (BII).

BII are those minimum items essential to place the Skid Steer Loader(s) in operation, to operate it, and to perform routine operator maintenance and emergency repairs which cannot be deferred until completion of an assigned mission. These may include those select common and special purpose tools, Operator publications, and safety equipment (for example fire extinguishers) authorized for the Skid Steer Loader(s). These will be separately listed by NSN in a table as an appendix in the operator's manual. The contractor shall provide the BII list and shall overpack the components IAW the packaging instructions developed for the technical manuals (TMs) for each vehicle.

C.1.3 Initial Service Package (ISP).

The contractor shall overpack the list and the components of the ISP with each vehicle IAW the packaging instructions developed for the TMs. The ISP shall consist of all service parts/items required to meet warranty service intervals and perform the first scheduled maintenance. The contractor shall mark each item with the nomenclature, part number and NSN, if available, to ensure the correct application.

C.1.4 Attachments.

Four attachments, consisting of Combination (also known as multi-purpose clamshell, or 4-in-1) Bucket, Forklift, Earth Auger: 12 inch and 24 inch bit, and Hydraulic Breaker shall be provided with the Skid Steer Loaders in accordance with paragraph 3.12 of the Purchase Description (PD) "Skid Steer Loaders" PD No. ATPD-2360 (Attachment 001). The four attachments shall be packaged in one reusable container as a special purpose kit and shipped with each vehicle. The container with attachments shall be separately listed by NSN in the Repair Parts and Special Tools List (RPSTL).

C.1.5 Component of End Items (COEI).

COEI are those components that are part of the end item but which must be removed from the Skid Steer Loader and separately packaged for military transportation. These will be separately listed by NSN in a table as an appendix in the operator's manual. The contractor shall overpack, IAW the packaging instructions developed for the TMs, the list and the components for each vehicle.

C.2 Data.

The contractor shall deliver all data in English in accordance with the requirements in Exhibit A and B. All data delivered under this contract shall be submitted electronically via diskette or electronic mail in MS Office compatible format.

C.3 Meetings And Reviews.

C.3.1 The contractor and government will periodically have meetings and reviews during this contract's performance period, as outlined in C.3.2 below. The objectives of these meetings are to review progress and provide guidance on technical, logistics, contractual or other issues that arise during performance. Prior to meetings, the Government will develop an agenda. When meetings are at the contractor's facility, the contractor will make the following available for the government's use: production or other required versions of the Skid Steer Loaders needed for viewing; required technical, logistics or other documentation (including drawings, computer data bases, publications, and other required data); and computer resources, as needed.

C.3.2 The contractor shall participate in following meetings:

C.3.2.1 Start-of-Work Meeting. Within 30 days of contract award, we will hold a Start of Work meeting at TACOM. This meeting may last up to three days. The contractor shall present its plan to manage and develop engineering and logistics products and services. The Contractor and government will jointly develop an Integrated Logistics Support (ILS) schedule at the start of work meeting that shall identify dates for all logistics deliverables and will become Attachment 003. The contractor shall have completed Attachment 016 with the list of proposed UID marked components for each vehicle Type. The meeting will focus on reviewing the following;

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page106 of 192

Name of Offeror or Contractor:

Contract terms and conditions All data requirements Required specifications Program Schedule Test requirements Logistics requirements

- C.3.2.2 Pre-Test Meeting, to review and discuss testing, support, and training. This meeting shall be held at least 30 days prior to beginning government First Article Test (FAT) at Aberdeen Proving Ground, MD, and shall last one day.
- C.3.2.3 Program Status Reviews. Program Status Reviews (PSRs) will be held approximately quarterly, beginning 90 days after the Start of Work meeting until completion of all data deliverables. The meetings will encompass the contractor's production status, data deliverable status, and progress on all logistics requirements. Supportability Integrated Product Team (SIPT) meetings will be part of the PSRs. Reviews are held at the US Army Tank-automotive and Armaments Command, Warren MI, and will last up to two days. The government and contractor will jointly schedule the meetings and establish the agenda.
- C.3.2.4 In-Process Reviews (IPRs). The government may request periodic IPRs at the contractors facility to identify improvements to the contractors manuals, show progress to date, or review data or QA process.
- C.3.2.5 Provisioning Conference. Provisioning Conferences will be held in accordance with C.6.4.5.
- C.3.3 Minutes. The Contractor shall develop and submit minutes for each meeting with the Government, within 5 working days after the meeting, in accordance with CDRL A001.
- C.4 Vehicle Configuration Changes.
- C.4.1 Configuration Baseline.

The contractor shall be responsible for maintaining configuration control of the Heavy Type II and Light Type III Skid Steer Loader. The contractor shall establish a production configuration baseline for each vehicle type after successful completion of both the contractor's and the government's portions of the FATs. These baselines will identify and document the functional and physical characteristics of each vehicle type and will serve as the configuration baseline for the logistics support package. The government acknowledges that the contractor may want to offer to the government configuration changes being introduced to its commercial production during the term of this contract. However, it's important for the government to assess the impact of any proposed vehicle changes to the logistics and technical requirements established for this program. The contractor is therefore required to notify the government prior to implementing any configuration changes that impact form, fit, or function. The government can elect to place no additional orders under this contract if the proposed changes are not acceptable to the government, and the government will be under no further obligation pursuant to the clause at 52.216-21, Requirements, to order any additional quantities of vehicles. The government will issue a no-cost cancellation to the contract.

- C.4.2 Engineering Changes Contractor Initiated.
- C.4.2.1 Configuration Change Report.

The contractor shall submit requests for approval of changes in the form of a configuration change report for any configuration change that impacts form, fit or function to the configuration baseline. The contractor shall submit the report to the Contracting Officer at least 60 days before the proposed application date, in accordance with CDRL A002. The request for change shall include the following:

- a. Rationale to support the necessity of making the change;
- b. Any test results, planned testing, or other information to show acceptability;
- c. Identification of the affected parts and assemblies, drawings, sketches, calculations, and other data necessary to define the change you are proposing;
- d. Identification of any logistics impact to include changes to each of the following; provisioning, technical manuals, special tools and test equipment, packaging, and transportability;
- e. Any proposed decrease in contract price; and
- f. Identification, by serial number, of the systems affected.
- C.4.3 Government Review.

The government may require the contractor to perform additional tests to verify acceptability of any proposed change. The government will determine the extent of testing up to and including a complete FAT for that change. The contractor will perform the tests at no additional cost to the government.

C.4.4 Responsibility for Failure Due to Changes.

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 107 of 192

Name of Offeror or Contractor:

The government's acknowledgement of the contractor's change does not relieve the contractor from its responsibility to furnish all items in conformance with the contract performance requirements.

C.4.5 Responsibility for Cost Changes.

The responsibility for cost of changes is as follows:

- a. This is a firm-fixed-price contract. Therefore, there will be no price increases as a result of a contractor initiated configuration change, including model changes. Anticipated model changes shall be priced out at the time of proposal submission.
- b. The government is not responsible for additional testing or software costs associated with any changes the contractor submits including model changes.
- c. When a change results in reduced contractor costs, the government would accept any equitable reduction in contract price offered by
- d. The government is not liable for any costs the contractor may incur, due to delay in contract performance, as a result of any of the contractor's requests for change.
- C.4.6 Responsibility for Data.
- a. For the current model, the contractor shall submit, at no cost to the government, revisions to all affected contractual data deliverables, whether they affect form, fit, or function or not, within 90 days of making the change.
- b. At the time of a model change, the parties will negotiate a price for any changes requested by the Government to data, including logistics, previously submitted under the contract.
- C.4.7 Definitions.

The definition of Form, Fit and Function are:

Form:

Fits and functions same as the item it replaces (interchangeable, substitutable).

May include components that are of different materials than the replaced components, but do not affect fit or function (interchangeable, substitutable).

Replacement, repair, service or maintenance of the item is exactly the same as the item it replaces (substitutable).

Fit:

Item goes onto, into or attached to the equipment exactly as the item it replaces.

No difference in mounting, interface or operation between replaced and replacing parts.

An exact fit match.

<u>Function</u>:

Item operates exactly as the item it replaces, with no functional difference between the old, replaced item and the new, replacing item.

When appropriate, the replacing item shall be inspected, replaced, repaired and/or otherwise maintained in exactly the same method as the item it replaces.

C.5 Vehicle Hand-Off.

The contractor will be responsible to hand-off all equipment deliverable under this contract to each gaining unit. The contractor shall perform the hand-off and activate the vehicle warranty. The contractor shall deliver all the vehicles ready to operate prior to New Equipment Training. The hand-off effort includes:

- a. Re-assembly of the vehicle to a fully operational configuration if the vehicle is shipped with any components removed. All tools and equipment required to complete the re-assembly will be the contractor's responsibility.
- b. Inventory of any material shipped with the vehicle, e.g., technical publications, special tools, initial service packages. (If desired, the inventory may be done concurrently with the units inventory.)
- c. Provide one-hour familiarization to 6 8 people from the receiving unit on first machine delivered so they can safely move the vehicle until full training is conducted. Familiarization includes operator start-up, operating and shut down procedures, safe operations, and daily and weekly service locations and checks.
- d. Activation of the warranty, which includes stamping the effective date (date of delivery to gaining unit) on the vehicle warranty

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 108 of 192

Name of Offeror or Contractor:

data plate, discussing with the unit the terms and details of warranty administration, and pointing out the warranty information included in the TMs. The contractor shall prepare a quarterly report which contains the warranty implementation date by vehicle type, vehicle serial number, shipping destination, and DODAAC in accordance with CDRL A003.

- C.6 Logistics.
- C.6.1 Logistics Management.

The contractor shall manage and develop a logistics support package for the skid steer loaders program, and co-chair government scheduled Supportability Integrated Product Team (SIPT) meetings as part of the PSR (See C.3). The contractor shall appoint an ILS Manager responsible for the entire logistics scope of this contract. The Contractor and government will jointly develop an ILS schedule at the start of work meeting that shall identify dates for all logistics deliverables. The ILS Schedule shall be a binding document for both contractor and government and will be added to the contract as Attachment 003. The contractor shall plan and develop an update (Update 1) to the logistics support package (MAC, provisioning, technical manuals, training and packaging) to start in year three (30 months) after contract award.

C.6.2 Integrated Logistics Support (ILS) Development.

The contractor shall use MIL-PRF-49506, Performance Specification, Logistics Management Information (LMI), for use in identifying content, delivery and related guidance for logistics data.

C.6.3 Maintenance Planning.

The contractor shall conduct Maintenance Planning through a supportability analysis to determine the maintainability characteristics of the Heavy Type II Skid Steer Loader and Light Type III Skid Steer Loader. The supportability analysis shall be documented in the contractors format as an LMI summary entitled Maintenance Analysis, and will identify the maintenance functions, level of maintenance, manpower, and support equipment required for each repairable item. The analysis will be documented in end item hardware breakdown sequence, using LSA Control Numbers (LCNs). Functional Group Codes will NOT be used. Instructions are contained in Attachment 004 (LMI Maintenance Analysis). The LMI summary shall be delivered IAW CDRL A004.

- C.6.3.1 National Maintenance Work Requirement (NMWR) Component Candidates and Analysis
- C.6.3.1.1 NMWR Candidate List.

The NMWR candidate list will be a product of the Maintenance Analysis (C.6.3). Any component coded for repair at the sustainment level of maintenance with a unit price in excess of \$1000 will be a NMWR candidate. The contractor will annotate these components on the Maintenance Analysis and provide them as a separate list at the first Maintenance Analysis review. The government will review and approve the final list of NMWR candidates at the final Maintenance Analysis review.

C.6.3.1.2 NMWR Data Summary.

The contractor shall perform a supportability analysis called a NMWR data summary for each component on the government approved NMWR candidate list. The LMI summary may be in the contractor's format, and shall be documented in accordance with Attachment 005 (LMI NMWR Data Summary). The contractor shall also indicate for each NMWR candidate whether the item is currently available as a remanufactured, rebuilt or otherwise refurbished component. The NMWR Data Summary shall be delivered in accordance with CDRL A005.

C.6.3.2 Equipment Control Record (DA Form 2408-9).

The contractor shall prepare a DA Form 2408-9, Equipment Control Records (Government furnished form) for each vehicle it delivers. The contractor shall prepare the form in accordance with the instructions in paragraph 5-7 c (3) Acceptance and registration of DA PAM 750-8, dated 25 Feb 05, to report acceptance of the each vehicle into the U.S. Army inventory. A blank copy of the form is enclosed at Attachment 006. The contractor shall have the Defense Contract Management Activity (DCMA) Quality Assurance Representative (QAR) complete blocks 22 and 23 as the person accepting the item into the Army inventory. After the DCMC QAR completes blocks 22 and 23, the contractor shall distribute the DA Form 2408-9 as follows:

a. Submit the control copy (copy # 1) within five working days to:

Director

U.S. Army Materiel Command's Logistic Support Activity ATTN: AMXLS-MR

Redstone Arsenal, AL 35898-7466

b. Submit the TACOM copy (copy #2) within five working days to:

Commander

U.S. Army Tank-automotive and Armaments Command

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page109 of 192

Name of Offeror or Contractor:

ATTN: AMSTA-LC-CJCA, MS326 6501 East 11 Mile Rd. Warren, MI 48397-5000

c. Place Log Book copy (copy # 3) in a dry, protected location, secured in the operator station, and shipped with each vehicle.

C.6.3.3 Support Equipment, Tools and Test Equipment (STTE). The contractor shall deliver a list of Support Equipment, Tools and Test Equipment for both the Heavy Type II and Light Type III Skid Steer Loader. The source data for this list will be the Maintenance Analysis, performed per paragraph C.6.3. The list shall be in tabular form and shall identify special tools and test equipment not contained in U.S. Army Supply Catalogs. Supply Catalogs (SCs) contain common tool sets and are listed at US Army LOGSA web site at https://weblog.logsa.army.mil/sko/index.cfm. Maximum use of common tools, support equipment, and TMDE normally organic to the user is preferred. The list shall provide Nomenclature, Cage Code, National Stock Number (NSN), if assigned, Part Number, level of maintenance, and price of each item on the list. The STTE list shall be delivered in accordance with CDRL A006.

Note: New TMDE items, those not identified in U.S. Army Supply Catalogs may require special source and calibration documentation in order to update/ provide data for possible inclusion to the TMDE register (DA Pam 700-21-1). The contractor shall provide all required data for all new TMDE.

*HYPERLINK "http://www.army.mil/usapa/epubs/xml_pubs/p700_60/head.xml"

Note: The following paragraphs are included to clarify special tools for Army use. Special tools are not identified as components in a Sets, Kits, and Outfits (SKO) SC. Special tools are:

- a. Fabricated tools that are made from stocked items of bulk material, such as metal bars, sheets, rods, rope, lengths of chain, hasps, fasteners, and so forth. Fabricated tools are drawing number controlled and documented by LCNs in RPSTLs and located in TMs as appendices. Fabricated tools are used on a single end item.
- b. Tools that are supplied for military applications only (that is, a cannon tube artillery bore brush, BII) or tools having great military use but having little commercial application.
- c. Tools designed to perform a specific task for use on a specific end item or on a specific component of an end item and not available in the common tool load that supports that end item/unit (for example, a spanner wrench used on a specific Ford engine model and on no other engine in the Army inventory).

C.6.3.4 Diagnostics.

- C.6.3.4.1 Electronic Diagnostic Testability Analysis. The contractor shall perform a testability analysis for both the Heavy Type II and the light Type III Skid Steer Loaders diagnostics capability, to include number and types of diagnostic tests available for all Skid Steer Loader components, assemblies, systems and subsystems. The analysis shall specify number and types of required Test, Measurement, and Diagnostic Equipment (TMDE), as well as a brief narrative description of the benefits to be derived from each diagnostic test. The report shall include a description of any on-board electronic diagnostic systems that may be interrogated for the purpose of maintenance and troubleshooting via an on-board diagnostic display screen. The report shall also contain all standard data, data descriptions and error codes necessary to communicate with the electronic control module (ECM)/electronic control unit (ECU) and to maintain the electronically controlled subsystems. The contractor shall provide data, which specifies limits for all parameters, and how to interpret data outside limits. The contractor shall maximize the use of embedded Built-in-Test (BIT)/ Built-in Test Equipment (BTTE) diagnostic capabilities, and fully document and support embedded system software. Any on-board data buses and diagnostic connectors shall also be identified in detail. The analysis shall be delivered in accordance with CDRL A007.
- C.6.3.4.2 Analog Diagnostic Testability Analysis. The contractor shall perform a testability analysis of both the Heavy Type II and the Light Type III Skid Steer Loader. The analysis shall include documentation showing complete analog fault isolation capabilities and troubleshooting methodology for the Skid Steer Loaders. The contractor will refer to the list of proposed tests that are referenced in Appendix C of the DCA Test Guide (Report #CR-82-0588-003 Rev 1) enclosed as Attachment 018. The contractor can add or delete tests from Appendix C as necessary to best obtain Skid Steer Loader diagnostics. The contractor shall also provide the original equipment manufacturers recommended minimum and maximum parameters for all Diagnostic Connector Assembly (DCA) and Transducer Kit (TK) monitored components. The contractor shall specify level of difficulty and time required to physically access test points and type of TMDE equipment. The testability analysis shall be delivered in accordance with CDRL A007.
- C.6.3.4.3 The contractor shall provide software required to interface, retrieve, and interpret the vehicle systems diagnostics data, as identified in paragraph 3.11.6.1 unless an on-board system is provided in accordance with 3.11.6.3 of the PD. Software shall not contain proprietary restrictions on run-time fees.

C.6.4 Provisioning.

C.6.4.1 Engineering Data For Provisioning (EDFP).

Provisioning illustrations shall consist of illustrations such as company drawings or commercial parts book pages that clearly identify each new item and its part number. The Contractor shall furnish an illustration, either hard copy or electronic, that is legible and representative for each P source-coded part number being provisioned. Illustrations shall be annotated with the affected Provisioning Line Item Sequence Number (PLISN) and Provisioning Contract Control Number (PCCN) for the system. Illustrations are not required for items accompanied by a copy of provisioning screening which indicates this item has previously been assigned a valid national stock

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page110 of 192

Name of Offeror or Contractor:

number. EDFP shall be submitted in accordance with CDRL A008.

C.6.4.2 Provisioning Parts List (PPL).

The contractor shall develop and deliver LMI provisioning data (PPL) for all parts, special tools, BII, and COEI, identified on both the Type II and Type III skid steer loaders. Each incremental submission shall have at least 800 lines, but no more than 1500 lines, unless approved in advance by the government. Each incremental submission shall include at least one major assembly. Prime part numbers and Commercial and Government Entity Codes (CAGEC) will reflect the original equipment manufacturers information unless that part is modified, changing form, fit, and function. PPL shall be prepared and submitted in accordance with Provisioning Requirements Worksheet Attachment 007 and CDRL A009.

C.6.4.3 Provisioning Master Record (PMR).

The contractor shall submit LMI provisioning data (PPL) either on-line or electronically. The Government will discuss each method at the Provisioning Guidance Conference as part of the start of work meeting (C.3.2.a). All submissions of the LMI PPL data must be compatible with TACOM Commodity Command Standard System (CCSS)/Provisioning On Line System in accordance with Automated Data Systems Manual (ADSM) ADSM 18-LEA-JBE-ZZZ-UM-06 and must pass all CCSS edits. The contractor shall correct all rejects within 5 working days.

C.6.4.4 Provisioning Screening.

The contractor shall conduct provisioning screening on each P source-coded item on the PPL for standardization or NSN identification. This screening will be used to select valid part numbers, NSNs, and current unit of measure/issue prices for provisioning purposes. The contractor shall screen common hardware items (nuts, bolts, screws, washers, lock washers, rivets, etc.) by technical characteristics. The screening results must be available to review at each provisioning conference. The contractor shall conduct provisioning screening using FLIS, WEBFLIS, or by batch submittal part numbers to DLIS.

C.6.4.5 Provisioning Conference.

The Contractor will host a provisioning conference (unless otherwise directed by the Government) not to exceed five working days for each incremental review. Provisioning data presented for review will include complete assemblies. The PPL data to be reviewed shall be provided in advance to each conference attendee per CDRL A009.

C.6.5 Technical Publications (CDRLs for Light Skid Steer Loader Type III: A021, A022, A023 and A024, and CDRLs for Heavy Skid Loader Type II: B001, B002, B003 and B004).

The contractor shall prepare and deliver two sets of Lubrication Orders (LO), Department of the Army Technical Manual (DA TM) Operators and Maintenance Manuals IAW MIL-STD-40051-2 and MIL-PRF-63004D(TM). One set is for the Heavy Type II Skid Steer Loader (SSL) and one set is for the Light Type III SSL in accordance with Attachment 010, General Publication Requirements, Attachment 011, Repair Parts and Special Tools List (RPSTL) Requirements, and Attachments 012-015 Technical Manual Requirements Matrix, Tables A-II through A-VI, and as specified in the related DD Forms 1423.

C.6.5.1 DA Manuals, DA RPSTLs and ETMs.

The contractor shall tailor the DA manuals to reflect and support only the approved Skid Steer Loader (SSL) configurations being procured, including attachments and special purpose kits. The contractor shall prepare and deliver a separate DA RPSTL for each configuration in accordance with Attachment 011 Repair Parts and Special Tools List Requirements, CDRLs A024 and B004 and attached Requirements Matrices. The RPSTLs will be developed and delivered in two stages. The first will be an off-line RPSTL in the same format as the DA RPSTLs pulled from the contractors data base and incorporated with the prepared RPSTL illustrations. The second will be a revision of this RPSTL. These revised CCSS RPSTLs text shall be downloaded from the Army Provisioning Master Record (PMR) from provisioning data that the contractor provides and loads; the contractor prepared illustrations (Figures) shall be incorporated into the download. In addition, the contractor shall prepare and deliver ETMs and related editable text and art files for each set of manuals. The DA manuals shall be:

a. Light Type III Skid Steer Loader

CDRL A021 TM 5-2420-XXX-10 Operator's Manual CDRL A022 TM 5-2420-XXX-23 Field Maintenance Manual

(Includes Unit and Direct

Support Maintenance)
CDRL A023 LO 5-2420-XXX-12 Lubrication Order

b. Heavy Type II Skid Steer Loader

CDRL B001 TM 5-2420-YYY-10 Operator's Manual
CDRL B002 TM 5-2420-YYY-23 Field Maintenance Manual

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page111 of 192

Name of Offeror or Contractor:

(Includes Unit and Direct

Support Maintenance)

CDRL B003 LO 5-2420-YYY-12

Lubrication Order

c. The separate RPSTLs shall be identified and delivered as follows:

CDRL A024 TM 5-2420-XXX-23P Field Repair Parts and Special

Tools List (includes Unit and

Direct Support Parts)

CDRL B004 TM 5-2420-YYY-23P Field Repair Parts and Special

Tools List (includes Unit and Direct Support Parts)

The Maintenance (-23) and RPSTL (-23P) manuals identified above shall be divided into volumes if the page count for that manual exceeds 1500 pages (750 sheets.)

C.6.5.2 Warranty information and requirements shall be included in the appropriate manuals.

C.6.5.3 The contractor shall perform a 100% hands-on validation of all tasks developed for the Operators (TM-10), LOs and Maintenance (TM-23) manuals to ensure accuracy and completeness. The contractor shall ensure that the manuals accurately reflect and support only the SSL configurations procured by the government, including any and all changes to the configurations resulting from testing, vendor parts supply and production line changes. The contractor shall perform a 100% validation of the RPSTL. The contractor shall also perform a 100% review and validation of the ETMs to ensure that they meet contract requirements. The contractors review of the ETMs shall be hands-on active testing to ensure that the draft ETMs are fully operational so that the government can evaluate their operation, navigation, and structure. The contractor shall inform the government of the planned validation schedule(s), start date, time, and location of validation(s) at least 30 days prior to the start. This will allow the government time to attend and observe the contractor's processes.

C.6.5.4 The government reserves the right to witness the contractor's validation(s). The contractor shall maintain validation records, identifying method of validation, showing page mark-ups, corrections required and revalidation records for corrected, re-worked pages. The government intends to perform a separate verification at either TACOM or a contractors facility; the contractor shall support this separate verification. The contractor shall ensure that approved end item configurations (one each) are transported to the verification facility for the government verification. The end items shall be delivered prior to delivery of the draft TMs. The contractor shall provide the necessary support personnel, all parts, expendable materials (oils, coolant, rags, and grease), and special tools/equipment to support a verification. Support personnel shall provide answers to government questions regarding the verification vehicles and draft TMs. The contractor support personnel shall provide corrected reworked pages on an immediate but not later than a twenty four hour turnaround basis.

C.6.5.5 Electronic Technical Manuals (ETMs)

The contractor shall prepare and deliver ETMs and associated editable, intelligent, linkable electronic files for each set of manuals, LOs, TM-10, TM-23 and TM-23P, in accordance with Exhibit General Publication Requirements, Exhibit Repair Parts and Special Tools List Requirements, applicable Requirements Matrixes and applicable CDRLs.

C.6.5.6. The contractor shall correct all errors found in the manuals, related RPSTLs and ETMs, and electronic data files resulting from the contractors reviews, validations, and government reviews, tests, and separate verification(s) at no additional cost to the government.

C.6.5.7. The contractor shall furnish copyright releases for all copyrighted data used to develop the manuals to allow the Distribution Restriction Statement A: Approved for public release; distribution is unlimited" to be placed on the LOs, DA Operator, Maintenance and RPSTL TM covers and title block pages. The contractor shall ensure that the government has the unlimited right to use and distribute the ETMs and electronic data files delivered under this contract.

C.6.6 Training.

C.6.6.1 Conduct of Training Programs.

The contractor shall develop training material (courseware) to cover operator and maintenance tasks for the Skid Steer Loader Type II and Type III. Training and courseware shall be on the operation, maintenance, and repair of all components and ancillary equipment (if any) unique to the SSL. NET training shall be conducted at Government facilities. The contractor shall develop the following courses of instruction for the Heavy Type II and Light Type III SSL to support NET:

- a. Instructor and Key Personnel Training (I&KPT).
- (1) The contractor shall provide equipment, facilities, instructions, instructor(s), tools (special and common), any replacement parts

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page112 of 192

Name of Offeror or Contractor:

damaged during training, and a technical training course covering separate Operation and Maintenance courses for both configurations of the Type II and Type III SSL. The training will be held in accordance with the government approved ILS schedule.

- (2) Structure of the training courses:
- (a) The contractor shall provide two complete training programs of instruction (POI), an Operation and Operator Maintenance course, and a Field Maintenance course.
- (b) Instructor and Key Personnel Training (I&KPT) class will have a maximum of 10 students.
- (c) The Operator class shall be no more than 16 hours in length, and the Maintenance class no more than 40 hours in length for each type of Skid Steer Loader, starting at 0800 each day, at the contractors facility.
- (d) The government will establish the training dates and student allocations.
- (e) The training shall be structured to provide at least 70% hands-on exercise.
- (f) The contractor shall provide training covering proper operating procedures, operator and maintainer preventative maintenance checks and services (PMCS), proper safety procedures, maintenance tasks, preparation for loading and tie down, and all necessary materials and equipment required to support training of both configurations of the SSL.
- (g) The government can provide sample training materials and outlines at the Start of Work (SOW) meeting.
- b. NET Operator and Operator Maintenance. The course shall be designed for operators of the Skid Steer Loaders, covering complete operation and safety of the vehicles, loading and unloading on transport, complete tie down for shipment, proper use of tools, equipment, and basic issue items (BII), and Operator Preventive Maintenance Checks and Services (PMCS), operator trouble-shooting, and a final performance examination to evaluate student learning. Instruction shall consist of no more than approximately 30% classroom and no less than 70% hands-on. Training shall not conflict with procedures established in the appropriate vehicle technical manual.
- c. NET Field Level Maintenance. The course shall be designed for the maintainers of the SSL, and cover minimal Operation characteristics, in-depth PMCS, Vehicle System Required Services, Troubleshooting, Diagnosis and Repair of System Components to include Contractor/System Unique Control Systems, engine, fuel, transmission, axle, braking, electrical, hydraulic, pneumatic, and ancillary systems. Instruction shall consist of no more than approximately 30% classroom and no less than 70% hands-on. The course shall be directed toward new technologies and items not currently in the Army system. The course will also include a final written course examination to evaluate student learning. Training shall not conflict with procedures established in the appropriate vehicle technical manual.
- C.6.6.2 Development of Training Materials for I&KPT and NET.
- C.6.6.2.1 Training Course Control Outline.

For each NET course, the contractor shall develop a separate Training Course Control Outline for both Heavy Type II and Light Type III Skid Steer Loader describing the course content (subject, topics, and task), training material, types and duration of instruction, and resources required to conduct training in an institutional setting. The Training Course Control Outlines shall contain an introduction, course description data, outline of instruction summary, curriculum outline of instruction, course summary and presentation schedule. A format consistent with MIL-STD 1379D may be used; this MIL-STD is referenced for guidance only. Deliver in accordance with CDRL A010.

C.6.6.2.2 Training Materials.

The contractor shall deliver an Instructor Guide and a Student Training Guide for both Type II and Type III SSL. The NET training packages for the Heavy Type II and Light Type III skid Steer Loader shall contain the elements of the training course outline prepared, delivered and finalized in accordance with CDRL A011. The government can provide sample training materials and outlines at the Start of Work (SOW) meeting.

C.6.6.2.2.1 Course Material Format/Media & Deliveries.

The contractor may submit materials developed and used for conducting Operator and Maintenance Training for Commercial Customers with Supplemental Data/Information added to meet the Armys Requirements. Training Materials may consist of contractor handbooks, in-house training material, pamphlets, training literature, utility manuals, software manuals, maintenance manuals, logic diagrams, schematics, flow block diagrams, equipment description and functional data, testing procedures, visual aids, and other documents suitable for use in development of training programs. Visual aids may consist of videos, slides, transparencies, wall charts, schematics, illustrations, pictures, drawings, and cutaways of components. The contractor shall deliver all course control documents and training materials in an editable commercial electronic format: (Microsoft Word for documents and PowerPoint for presentations). Materials submitted must not conflict with the content of the vehicle technical manuals.

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page113 of 192

REPRINT

Name of Offeror or Contractor:

C.6.2.6.2.2 ASAT Course Material Format/Media and Deliveries.

The contractor shall develop and deliver training materials using the Automated Systems Approach to Training (ASAT) software in support of course design and development in accordance with CDRL A011. The government will provide ASAT software to the Contractor as needed. Source materials may consist of those items listed in paragraph C.6.6.2.2.1.

C.6.6.2.3 Student Training Administration.

The contractor shall perform and submit the following for each NET class conducted. The data shall be submitted in accordance with CDRL A012

- a. On the first day of each training class the contractor shall FAX or email a list of students in attendance to the government.
- b. Within ten days after completion of the class, the contractor shall submit a student roster to the government. The roster shall include the name of the class, start and end date, instructor(s) name and signature, location of the class, student name, military rank (if military), military occupational skill (MOS), home station address, last four number of the students social security, students Army Knowledge Online (AKO) email address, record of daily attendance for each student, and instructors notes.
- c. At the end of the class, each student will complete a class critique. The government will provide a sample critique sheet and the contractor shall administer them. Within ten days after completion of the class, the contractor shall submit the completed critiques to the government.
- d. The government will provide the training certificate master file for the contractor to administer. At the end of the class, the contractor shall present each student with a Certificate of Training. The contractor may also administer a corporate certificate if desired.
- C.6.6.3 Training for Test Personnel for FAT (See Section entitled "Inspection and Acceptance").

The contractor shall provide one day of training to support government FAT at Aberdeen Proving Ground. Training shall include proper operating procedures, equipment and instrument familiarization, safety precautions, operator and maintainer Preventive Maintenance Checks and Services (PMCS), maintenance tasks, and all necessary materials and equipment required to support testing of the SSL. A commercial operators manual, and if need be, training materials shall also be provided to supplement training.

C.7 Transportability Report.

The contractor shall submit a Transportability Report covering both vehicle types in accordance with CDRL A013 that includes data on recommended procedures for positioning and securing the vehicles for transport by trailer and rail car, slinging procedures for lifting the vehicles, and procedures, man-hours and all tools required for any disassembly and re-assembly when transported by highway, rail, marine and air.

C.8 Packaging Data Development.

The contractor shall, for component items pertaining to the Skid Steer Loaders, develop and provide to the government LMI-packaging data for all provisioned TACOM managed (AKZ) items (i.e., "P" coded items other than "PR" or "PZ"). The contractor shall provide new or corrected LMI-packaging data for any revision created by a Configuration change. Contractor shall provide facilities, equipment, materials, and access to the provisioned items for packaging development at no addition cost to the government. The contractor shall include verification support data for each of the LMI-packaging data items, which shall provide the government a reasonable means to determine the adequacy of the contractor prepared packaging analysis and data submittal. This shall includes item drawings and copies of any applicable Material Safety Data Sheets for Hazardous Material items.

C.8.1 Packaging/Logistics Data Entry. The Contractor shall develop, maintain and update packaging data IAW Attachment 008 (LMI Packaging Data Products), Attachment 009 (LMI Packaging Data Transaction Format), and CDRL A014. LMI packaging data is required IAW MIL-PRF-49506 and will provide for the entry of information to the computer data base known as the TACOM Packaging Data File. The TACOM approved Packaging Data Entry shall be in an ASCII delimited text format using commas as delimiters. Quotation marks may be used as text qualifiers but are not required.

NOTE: At contractors request, the government can provide MS ACCESS application to contractor that provides data formatting and edit features for coding of packaging data products IAW MIL-STD-2073-1.)

- C.8.2 Special Packaging Instructions (SPI). The Contractor shall develop a SPI for each repairable TACOM managed item. The TACOM managed items would include items such as those being considered National Maintenance Work Requirement(NMWR) candidate items. Engines, transmissions, differentials, transfers, final drives, drive axles, and similar assemblies shall be packaged IAW MIL-PRF-11264. Packaging processes and materials shall be described for cleaning, drying, preserving, unit, intermediate (as applicable), and exterior packing, marking, and unitization. Figures and narrative data shall be developed to describe the form, fit, and function of packaging in sufficient detail for reproduction. The format and content of SPI shall be IAW DI-PACK-80121B and CDRL A015.
- c.8.3 Validation Testing of Preservation Processing and Packaging. The Contractor shall validate packaging for each SPI IAW appendix F of MIL-STD-2073-1D (Standard Practice for Military Packaging) and CDRL A015. The test report shall be provided concurrently with the SPI submittal, and shall include photographic records of package and testing.

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page114 of 192

Name of Offeror or Contractor:

- C.9 Safety Engineering and Health Hazards.
- C.9.1 Safety Engineering Principles. The contractor shall follow good safety engineering practices in establishing the Skid Steer Loader design and operational procedures, to include modifications to commercial vehicle and components. The contractor can use MIL-STD-882D as a guide in determining whether safety engineering objectives are met. As a minimum, the contractor shall do the following:
- a. Identify hazards associated with the system by conducting safety analyses and hazard evaluations. Analyses shall include operational, maintenance, and transport aspects of the Loaders along with potential interface problems with planned subsystems.
- b. Eliminate or reduce significant hazards by appropriate design or material selection. If hazards to personnel cannot be avoided or eliminated, take steps to control or minimize those hazards.
- c. Locate equipment components and controls so that access to them by personnel during operation, maintenance or adjustments shall not require exposure to hazards. Examples of hazards to be considered include: high temperature, chemical burns, electrical shock, cutting edges, sharp points, or concentrations of toxic fumes above established threshold limit values. All moving parts, mechanical power transmission devices, exhaust system components, pneumatic components and hydraulic components which are of such a nature or so located as to be a hazard to operating or maintenance personnel shall either be enclosed or guarded. Protective devices shall not impair operational functions.
- d. Assure that suitable warning and caution notes are included in instructions for operation, maintenance, assembly and repairs and that distinct markings are placed on hazardous components of equipment.
- C.9.2 Safety Assessment Report (SAR). As a result of system safety analyses, hazard evaluations, and any of the independent testing, the contractor shall perform and document a safety and health hazard assessment. The safety and health hazard assessment shall identify all safety features of the hardware, software, system design and inherent hazards and shall establish special procedures and/or precautions to be observed by Government test agencies and system users. The contractor shall prepare a Safety Assessment Report for both the Heavy Type II and Light Type III SSL, in accordance with Attachment 017. The contractor shall identify Health Hazards associated with the system and incorporate them into the SAR. In preparing the health hazard portion of the Safety Assessment Report, the contractor shall provide a description and discussion of each potential or actual health hazard for each subsystem or component. A health hazard is an existing or likely condition, inherent to the operation, maintenance, transport, or use of materiel that can cause death, injury, acute or chronic illness, disability, or reduced job performance of personnel by exposure to physiological stresses. The contractor shall include classification of severity and probability of occurrence, and when the hazards may be expected under normal or unusual operating or maintenance conditions. Include in the SAR, copies of Material Safety Data Sheets (MSDS) for all hazardous materials incorporated into the system. Also, as part of the SAR, indicate compliance to SAE and ANSI for the vehicle type with a construction mission (Example: SAE/ANSI standards for the ROPS and hydraulics) and if applicable to Federal Motor Vehicle Safety Standards (FMVSS). Identify all data sources for the report and identify hazard severity, hazard probability and risk for each hazard. The SAR shall be submitted in accordance with CDRL A016. The final SAR is subject to government approval. In the event the system is modified or procedural changes with regards to interfacing with the system are made after the final SAR is submitted, you shall update the SAR to reflect those modifications or changes
- C.9.2.1 Examples of hazards to be included in the report are:
- a. Sharp edges/moving parts.
- b. Noise. Identify any hearing protection and type required, (e.g., single, double, muffs, or plugs). Identify the 85 dB (A) noise profile around the vehicle.
- c. Electrical issues.
- d. Whole-body vibration. Provide test data or perform equivalent testing conforming to the guidelines and measuring procedures set forth in ISO2631/1 or SAE J1013.
- e. Toxic fumes (exhaust emission hazards) and hazardous materials, to include those formed by the introduction of the system, or by the manufacture, test, maintenance or operation of the system.
- f. Chemical hazards. (e.g., flammables, corrosives, carcinogens or suspected carcinogens, systemic poisons, asphyxiants, including oxygen deficiencies, respiratory irritants, etc.).
- g. Physical hazards. (e.g., acoustical energy, heat or cold stress, ionizing and non-ionizing radiation).
- h. Biological hazards. (e.g., bacteria, fungi, etc.).
- i. Ergonomic hazards. (e.g., lifting requirements, task saturation, etc.).
- j. Any Hazardous Material requiring MSDS.

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page115 of 192

Name of Offeror or Contractor:

C.9.2.2. The assessment shall also address:

- a. System, facility and personnel protective equipment design requirements (e.g., ventilation, noise attenuation, radiation barriers, etc.) to allow safe operation and maintenance. When feasible engineering designs are not available to reduce hazards to acceptable levels, alternative protective measures must be specified (e.g., protective clothing, specific operation or maintenance practices to reduce risk to an acceptable level).
- b. Potential non-or less hazardous material substitutions and projected handling and disposal issues. The HHA will discuss the rationale for using a hazardous material and long term effects (such as potential for personnel and environmental exposure, handling and disposal issues/requirements, protection/control measures, and life cycle costs) over a non-or less hazardous material. The effects and costs should be considered over the life of the systems, including the cost of handling and disposal. Identify potential non-or less hazardous alternatives if they exist and provide a justification why an alternative cannot be used.
- C.9.2.3 The HHA part of the assessment shall address the following:
- a. Address the hazardous material data and describe the means for identifying and tracking information for each hazardous material.
- b. The hazardous materials by name(s); the affected system components and processes; the quantity, characteristics, and concentrations of the materials in the system; and source documents relating to the materials.
- c. Under which conditions the hazardous materials can release or emit materials in a form that may be inhaled, ingested, absorbed by living organisms, or leached into the environment and if the materials pose a health threat.
- d. The material hazards and determine reference quantities and hazard ratings. Acute health, chronic health, carcinogenic, contact, flammability, reactivity, and environmental hazards will be examined.
- e. The estimated expected usage rate of each hazardous material for each process or component for the subsystem, total system, and program-wide impact.
- f. The recommended disposition of each hazardous material identified. If for any scale of operation the reference quantity is exceeded by the estimated usage rate, material substitution or altered processes shall be considered to reduce risks associated with the material hazards while evaluating the impact on program costs.
- C.10 Hazardous Materials Management.

The Contractor shall not use hazardous materials in accordance with Section 3 of the PD.

The contractor shall prepare Hazardous Material Management Report which, at a minimum, shall identify all hazardous materials required for system production, and sustainment, including the parts/process that requires them. Within the report, the contractor shall clearly identify to which vehicle type(s) each hazard applies. This report should be prepared in accordance with National Aerospace Standard 411, Section 4.4.1 per DI-MISC-81397, CDRL A017.

C.11 Contractor Technical Assistance.

The contractor shall provide Contractor Technical Assistance CONUS, OCONUS, and during contingency and non-contingency operations. The contractor shall provide the man-days of service specified in the delivery order. These man-days may be in support of unforeseen events that require support that is not included in any other portion of this contract. We anticipate the effort to include these types of tasks: investigation and diagnosis of problems or issues in the field related to vehicle performance, maintenance, and training. The Contracting Officer shall designate the times and locations of the service to be performed, but will not supervise or otherwise direct activities. The Contracting officer or his authorized representative shall notify the contractor at least 10 days in advance of CONUS travel and 20 days in advance of OCONUS travel of the date representative(s) are required. Instructions and established itineraries will be provided as necessary.

- C.11.1 Field Service Representative (FSR). The contractor shall provide FSRs who are thoroughly experienced and qualified to advise and make recommendations to orient and instruct key government personnel with respect to operation, maintenance, and repair of the Loaders and their components.
- C.11.2 FSR Personal Data. The contractor shall make available personal data related to the FSRs including documentary evidence such as birth certification and such evidence as is requested by the local government installation or area in which services are to be performed. The contractor shall request approval for each FSR and include a statement of qualification for each representative. Government approval shall be limited to granting or denying security clearance for the person(s) named. The contractor shall contact local personnel and comply with local procedures. The local personnel will be identified in the delivery order.
- C.11.3 Man-Days. The contractor shall provide man-days of service to locations in both CONUS and OCONUS. The government reserves the

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page116 of 192

REPRINT

Name of Offeror or Contractor:

right to change the number of days of services to be furnished to the extent necessary to conform to our requirements and shall be obligated to pay for only actual services used. Each change in quantity shall be at the Man-day rate established.

- (1) The Man-day rate does not include travel costs (airfare, local car rental, lodging, meals, and incidental expenses) of the FSR while performing the services. The travel costs will be negotiated prior to the issuance of the delivery order, on a firm-fixed-price basis, and not to exceed the Joint Travel Regulation.
- (2) A Man-Day is 8 hours. The representative is to work no more than 8 hours per day, 5 days per week, unless otherwise negotiated. A Man-day of service includes any period during which the representative is delayed or prevented from performing any task only if the delay or non-performance is solely the government's fault. Man-Day(s) of service includes travel time for initial travel from contractor's facility to site of work, for travel between sites of work, and to contractor's facility. It also includes any time that the FSR is preparing required reports at the work site and we can verify the time involved in writing the report.
 - (3) Overtime: Overtime must be approved by the Contracting Officer and will be negotiated separately.
 - (4) Holidays. The government is not responsible for vacation, sick leave pay, federal and non-federal holidays.
- (5) Emergency Leave. The government is not responsible for any emergency leave that the contractor may grant to the FSR while performing work under this contract. The government is responsible for actual days worked by any qualified contractor representative. It is immaterial whether the same representative completes the assignment. The negotiated price for travel costs will include only one complete round-trip transportation and travel costs between sites of work per assignment.
- C.11.4 Contract Field Service Report/Field Service Representative (FSR) Reports

Each FSR shall prepare and deliver via e-mail a report in accordance with CDRL A018 following completion of each assignment covering his activities.

C.12 Warranty Repair Report.

1

The contractor shall submit a quarterly report detailing all of the warranty claims processed on each vehicle for the previous quarter in accordance with CDRL A019. The report shall include the number of operating hours on the vehicle at the time of fault.

*** END OF NARRATIVE C 0001 ***

Regulatory Cite Title Date

52.237-4000 CONTRACTOR MANPOWER REPORTING (CMR) NOV/2005
(TACOM)

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: https://contractormanpower.army.pentagon.mil . The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
 - (9) Estimated data collection cost;

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page117 of 192

Name of Offeror or Contractor:

- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
 - (12) Presence of deployment or contingency contract language; and
 - (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

[End of Clause]

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page118 of 192

REPRINT

Name of Offeror or Contractor:

PACKAGING AND MARKING

Regulatory Cite Title Date

252.211-7003 ITEM IDENTIFICATION AND VALUATION (Alternate I version dated April JUN/2005

(a) Definitions. As used in this clause--

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means

2005)

- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
- (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/UID/equivalents.html.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency. Governments unit acquisition cost means

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page119 of 192

REPRINT

Name of Offeror or Contractor:

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiquous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid_types.html>.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) For each item delivered under a contract line, subline, or exhibit line item under paragraph (b) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report the Governments unit acquisition cost.
- (d) The Contractor shall submit the information required by paragraph (c) of this clause in accordance with the data submission procedures at $\frac{\dot min}{\dot min}$ acq.osd.mil/dpap/UID/DataSubmission.htm>.

[End of Clause]

- 2. Preservation and Packaging.
- 2.1. The skid steer loaders, including attachments and special purpose kits, shall be processed to the level of protection specified in the Delivery Order, in accordance with the TM.
- 2.2 All software/technical data required to be delivered under this contract, all spare and repair parts, tools and supplies, and support parts being shipped in CONUS (continental United States) for immediate use, (not to be moved or stored in the military distribution system) under this contract shall be packaged in accordance with standard commercial practice ASTM-D3951 to deter theft and assure safe arrival at destination without damage to contents. All OCONUS (outside the continental United States) shipments shall be packaged IAW instructions developed in compliance with section C of this contract.
- 2.3 Heat Treatment of Wood Packaging Materials. All Non-manufactured Wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. Boxes/pallets and any wood used as inner packaging made of Non-Manufactured Wood shall be heat-treated. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. All Non-manufactured wood products used for shipment to OCONUS locations MUST conform with the International Plant Protection Convention (IPPC) International Phytosanitary Measure-15 (ISPM-15).
- 3 Marking.
- 3.1 The Skid Steer Loaders, processed in accordance with paragraph D.3.1 above, shall be marked in accordance with the approved TM Preparation for Shipment and Storage Instructions and MIL-STD-129.
- 3.2 Software/technical data shall be marked with the name and address of the consignor, consignee and contract number.
- 3.3 Marking of Wood Packaging Materials. Each box/pallet shall be marked to show the conformance to the International Phytosanitary Measure-15 (ISPM-15). The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on

CONTINUATION SHEET		Page120 of 192	
CONTINUATION SHEET	PIIN/SIIN W56HZV-07-R-0024	MOD/AMD	REPRINT
Name of Offeror or Contractor:			•

two sides of the pallet.

*** END OF NARRATIVE D 0001 ***

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 121 of 192

REPRINT

Name of Offeror or Contractor:

	ACCEPTANCE

	Regulatory Cite	Title	Date
1	52.209-3	FIRST ARTICLE APPROVALCONTRACTOR TESTING (ALTERNATE I (JAN 1997)	SEP/1989
		AND ALTERNATE II (SEP 1989))	

- (a) The Contractor shall test 1 unit(s) of Contract Line Item 0101 and 0108 as specified in this contract. At least 45 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.
- (b) The Contractor shall submit the first article test report within 365 calendar days from the date of this contract or as otherwise proposed by the contractor and accepted by the Government, to:

PCC

Marked FIRST ARTICLE TEST REPORT: Contract No. ______; Contract Line Item Number _____.

Within 45 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

- (c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.
- (d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.
- (e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.
- (f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the CHANGES clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- (g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.
- (h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waive.
 - (i) The Contractor shall produce both the first article and the production quantity at the same facility.

[End of Clause]

TACOM ADDENDUM:

For purposes of this contract, interpret Paragraph (g) above to mean that the PCO hereby authorizes you to purchase <u>all</u> material and components necessary to produce the production quantity.

[End of Addendum]

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 122 of 192

Name of Offeror or Contractor:

(a) The Contractor shall deliver 2 unit(s) of Contract Line Item 0101 and 0108 within 365 calendar days from the date of this contract or if the DESIRED DELIVERY SCHEDULE clause is in section F, as specified in the clause, or as otherwise proposed by the contractor and accepted by the Government, at the following address:

Aberdeen Proving Ground

Aberdeen, MD

for first article tests. The shipping documentation shall contain this contract number and the Lot/Number identification. The characteristics that the first article must meet are specified elsewhere in this contract.

- (b) Within 60 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.
- (c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.
- (d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.
 - (e) Unless otherwise provided in the contract, the Contractor--
- (1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and
 - (2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.
- (f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the CHANGES clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- (g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.
- (h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.
- (i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.
 - (j) The Contractor shall produce both the first article and the production quantity at the same facility.

[End of Clause]

3 52.211-4016 CARC PAINT-PRETREATMENT REQUIREMENTS FOR FERROUS, GALVANIZED AND DEC/2005 (TACOM) ALUMINUM SURFACES

(a) Ferrous and galvanized surfaces shall be cleaned and pretreated with a Type 1, zinc phosphate system per TT-C-490. Alternate pretreatment systems for ferrous substances must meet the performance tests specified in paragraphs 3.5.7, 3.5.8, 4.2.7, and 4.2.8 of TT-C-490.

Corrosion resistance tests on steel substrates will be conducted on a monthly basis using two test coupons. This test frequency shall begin once the process has been found to be in statistical control.

Unless otherwise specified, MIL-P-53022 and -53030 primers on steel substrates shall be salt spray tested for 336 hours (ASTM B117). All electrocoat primers on steel substrates shall be tested for 1000 hours. Test coupons shall be scraped at a 30 degree contact

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page123 **of** 192

REPRINT

Name of Offeror or Contractor:

angle (approximate), with a one inch (approximate) metal blade such as a putty knife, between 24 and 168 hours after removal from the neutral salt spray cabinet for coupon evaluation. All TT-C-490E (Type I) zinc phosphate pretreatment systems must be documented and approved by the procuring activity prior to use. The procedure containing all the elements specified in paragraph 3.2 of TT-C-490 shall be available for review at the applicator's facility.

The prime contractor shall notify the procuring activity no less than 45 days prior to start of pretreatment and painting that the procedure is available for review and approval. Qualification will consist of verification that the process with its controls can meet the performance requirements in the specification.

Re-qualification of the process shall be required if the process is changed outside the limits defined in the TACOM letter of system approval provided to the application facility.

Note: Zinc phosphate systems for galvanized surfaces require different controls than those for steel. Hot dipped galvanized surfaces are highly prone to chloride contamination from the galvanizing flux process. This contaminant must be removed prior to pretreatment for the coating system to pass these performance tests. The test coupons must duplicate the production painting process as closely as possible. If production is force cured, test coupons shall be cured in an identical manner.

- (b) Qualification and control of pretreatment systems for galvanized substrates shall be performed using Accelerated Corrosion Test protocol contained in GM 9540P rather than salt spray. Test coupons with pretreatment and primer only shall be cured for seven days, and then scribed through the primer to the substrate. After 40 cycles of test exposure, the test coupons shall be scraped at a 30 degree contact angle (approximate), with a one inch (approximate) metal blade such as a putty knife, both parallel and perpendicular to the scribe after removal from the test chamber for coupon evaluation. There shall be no more than 3 mm of corrosion, blistering, or loss of paint adhesion from the scribe line and no more than 5 blisters in the field with none greater than 1 mm diameter. This test shall be performed at three month intervals (two test coupons) to ensure that the process remains in control.
- (c) Aluminum substrates require a chromate conversion coating per MIL-C-5541E (or alternate, see note below). If any other alternate pretreatment is considered, it must pass 120 cycles of GM9540P with a design of experiments test matrix approved by the procuring activity. After completion of the cyclic salt environment exposure, the panels shall be scraped as described above, and shall have no more than 0.5 mm paint loss (creep-back) from the scribe. In addition, there shall be no more than 5 blisters in the field with none larger than 1mm diameter. After completion of the 120 cycle corrosion resistance test evaluation, each test panel will be subjected to cross hatch tape test (ASTM D3359, method b 6 cut pattern. minimum tape adhesion rating of 45 oz. per inch of width) and shall be done no closer than 12 mm from any panel edge or the scribe. The removal of two or more complete squares of primer shall constitute failure. Any alternate system must demonstrate its ability to pass both corrosion and adhesion tests on 5 consecutive days of production to be considered acceptable.

For information purposes:

Note: The only alternative products which have demonstrated their ability to meet these requirements for 5000 and 6000 series aluminum alloys are Alodine 5200 and Alodine 5700. Documented process controls shall be established which comply with the manufacturer's technical bulletin. Spray-to-waste systems will require fewer process controls than an immersion process.

- (d) The use of TT-C-490E Type III: Vinyl Wash Primer (DOD-P-15328) has hexavalent chromium content and high VOC level. Bonderite 7400 is an approved, environmentally friendly alternative for wash primer. The application and control process shall be documented. This product is subject to the same salt spray requirements as a zinc phosphated product. The number of process controls for this product is dependent upon its method of application. The specific controls shall be in agreement with the product manufacturer's technical bulletin to provide the level of performance required for zinc phosphated substrates. Spray-to-waste applications will require fewer process controls than an immersion process.
- (e) Acceptance of production painted parts is contingent upon the painted surface meeting the dry film thickness and cross hatch adhesion requirements. The CARC painted surface shall be free of any blisters, pores or coverage voids.
 - 4 52.211-4030 BASIC APPLICATION AND TESTING REQUIREMENTS FOR CHEMICAL AGENT DEC/2005
 (TACOM) RESISTANT COATINGS (CARC) ON METALLIC SURFACES
- (a) Scope: The requirements contained herein apply whenever any CARC topcoats and primers as specified in MIL-DTL-53072 are cited in the contract
- (b) CARC Primers: Select Army Research Laboratories (ARL) approved powder coat primers can also be used as a replacement for liquid primers such as MIL-P-53022 and MIL-P-53030 primers. Any part that has rust, mill scale, or any other surface contamination must be cleaned prior to the application of any coating IAW TT-C-490.
- (c) End-Item Inspection. After the complete paint finish has been applied and cured* (see note below), the Contractor shall test and inspect two units per lot for (i) workmanship, (ii) total paint film thickness, and (iii) paint adhesion. Unless otherwise agreed to

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 124 of 192

Name of Offeror or Contractor:

between the Contractor and the Government quality assurance representative, a lot shall be defined as all units submitted for final Government acceptance at one time. The use of test panels in lieu of actual production units is prohibited.

At final inspection, the cumulative total paint film thickness of pretreatment, primer, and topcoat shall be the sum of the minimum and maximum thicknesses for individual elements of the paint finish as specified in MIL-DTL-53072. The specific number of test locations shall be agreed to by the Government quality assurance representative in advance. In addition, two locations on each sample unit shall be selected to conduct the scribe tape test. The test locations shall be routinely varied among the following:

- (1) Directly adjacent to a weld.
- (2) On or directly adjacent to a machine cut or sheared edge.
- (3) On any mechanically formed surface when lubricants/drawing compounds were used.
- (4) On paint touch-up areas.

CONTINUATION SHEET

The precise location for each scribe tape shall be in an inconspicuous location that has been accepted by the Government quality assurance representative before the test is conducted.

Upon completion of the scribe tape test, the scribe marks shall be feathered into the adjacent area and touched up with the required topcoat so that the tested area conforms to the requirements total DFT specified in MIL-DTL-53072.

*NOTE: The complete paint finish is defined as the pretreatment, primer, and topcoat applied to the substrate. Curing of the complete paint finish is dependent upon temperature, humidity, and paint film thickness. The time necessary to achieve sufficient adhesion to pass the scribe tape test must be determined by each facility. For purposes of this test, curing at ambient temperature will take 24 days. To accelerate the curing for purposes of product acceptance, the following procedure may be followed: Cure at 190 to 210 degrees Fahrenheit for three hours (this is time at temperature and is therefore material thickness dependent), followed by 7 days at 65 degrees F minimum.

(d) Test Methods:

- (1) The gage shall be capable of being calibrated. If no other calibration specification or requirement is identified elsewhere in this contract, then the gage shall be calibrated in accordance with ISO 10012.
 - (2) Scribe Tape Test. Shall be IAW ASTM D 3359 Method B, six (6) cut pattern.
 - (e) Acceptance Criteria:
- (1) Film Thickness. All applicable surfaces shall have complete paint coverage. A minimum of 95% of the surfaces shall meet the minimum and maximum, cumulative dry film thickness requirements. Failure of this test shall result in rejection of the production lot that it represents.
- (2) Scribe Tape Test (Adhesion). The removal of two or more complete squares of top coat, or top coat-primer-pretreatment combination constitutes failure and the production lot is rejected. Removal of overspray does not constitute test failure.
 - (f) CHEMICAL AGENT RESISTANT COATING (CARC) ON WOOD COMPONENTS.
- (1) Wood shall be treated and painted IAW MIL-DTL-53072 section 3.3.4. After treatment, the wood shall provide a paintable surface as described by the paint-ability requirements of Spec TT-W-572, except that the wood species, treatment, and paint shall be the same as furnished for this contract.
- (2) After demonstrating that the paint adhesion requirements are met, and Government inspection/acceptance of this item has occurred, any subsequent flaking and peeling of paint from the wood shall not be considered a defect unless the Government establishes that the flaking and/or peeling of the paint was caused by defective workmanship in the application of the paint or the preparation of the painted surface.

[End of Clause]

5 52.246-4028 INSPECTION AND ACCEPTANCE POINTS: ORIGIN NOV/2005 (TACOM)

The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN.

Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT:	

CONTINUE	CONTINUATION CHEET		Reference No. of Document Being Continued			Page 125 of 192	
CONTINUATION SHEET		PIIN/	SIIN W56HZV-07	-R-0024	MOD/AMD	REPRINT	
Name of Offeror or Con	tractor:					•	
	(Name)	(CAGE)					
	(Address)	(City)	(State)	(Zip)			
ACCEPTANCE POINT:	(Name)	(CAGE)					
	(Address)	(City)	(State)	(Zip)			

6 First Article Test (FAT)

FAT shall consist of both the contractor and government conducted tests and inspections. The contractor's tests and inspections shall be conducted in accordance with Section 4, Table 1 of the PD and FAR clause 52.209-3 and the government's tests and inspections shall be conducted in accordance with paragraph 8 and FAR 52.209-4.

[End of Clause]

7 Contractor First Article Test Report

In accordance with FAR 52.209-3, the contractor shall submit a FAT report. The report shall include actual test data, record of inspections, certifications and any other information necessary to prove the contractor portion of the FAT has been successful. Commercial test data and/or commercial literature advertising performance and specifications are acceptable.

8 Government Testing

- a. The contractor shall deliver two each Heavy Type II and Light Type III Skid Steer Loaders after the completion of the contractors FAT called for in FAR 52.209-3 above, to Aberdeen Test Center (ATC), Aberdeen Proving Ground (APG), Transportation Office, Building 507, Aberdeen Proving Ground, MD 21005-5059, for the government FAT. In addition, one Heavy Type II and one Light Type III vehicle will be designated as facility vehicles for the Integrated Logistic Support (ILS) effort. These two vehicles will be provided to the logistics contractor facility for use during logistics support package development. Upon completion of all testing, the contractor shall ship these vehicles back to its facility at its expense for refurbishment in accordance with paragraph 11, if required.
- b. The governments portion of the FAT will be in accordance with Section 4, Table I of the PD.
- c. The contractor shall make all necessary changes to the failed vehicles or select additional vehicle(s) for retesting if the vehicle(s) fails the government test, . All costs related to retesting are to be borne by the contractor. The government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional cost to us related to retesting.
- d. The contractor shall produce both the first article test vehicles and production vehicles using the same production processes at the same facility(s).
- 9 Contractor Support Of Government Testing
- a. The contractor shall have available, a System Support Package (SSP) for use during the government test. The SSP shall support the vehicles and shall include:
- 1. Validated commercial operator manuals, with the addition of procedures for military unique requirements that will be tested IAW paragraph 8 above.
- 2. Spare and repair parts, and service items needed to perform periodic services for the duration of the test, and supplies for maintenance and operation
- 3. Qualified technical personnel to support government testing on an "as needed" basis to provide advice, trouble shooting, maintenance assistance, and repair of the vehicle when requested by the government. The contractor must be at the test site within 24 hours of notification by the government and without any additional cost to the government.
 - 4. Training of Test Personnel in accordance with Scope of Work paragraph C.6.6.3.

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 126 of 192 REPRINT

Name of Offeror or Contractor:

b. The contractor shall replace any part which fails to perform its function during the test, and correct any deficiency detected. All costs for parts and labor are the contractors responsibility. The contractor shall provide parts and/or deficiency corrections within 24 hours of notification. If the contractor does not provide parts or deficiency correction within 24 hours, the Contracting Officer has the right to stop the test until the contractor completes the corrective action. The Contracting Officer also has the right to extend the approval or disapproval of the test and vehicle delivery schedule by a period equal to the delay caused by the contractor's failure to provide parts(s) or corrections, at no additional cost to the government. If a test failure requires rescheduling the test, the contractor is responsible for any cost incurred for the re-testing and the government reserves the right to extend the time for approval of the first article test.

10 Corrective Action Responses (CARs) For Test Incident Reports (TIRs) Generated From Government Testing.

During the course of our testing, the government will generate TIRs and enter them into the VISION data base. The contractor will be given read and write access to the VISION data base. The government will send them to the contractor electronically. The contractor shall respond electronically within three days of receipt, either by entering their corrective action in VISION, or by email to the responsible point of contact. The contractor's response shall include its analysis of the incident and corrective action taken or proposed to prevent any recurrence of the incident. TIRs are classified by the test agency as critical, major, minor, and information. The contractor shall respond to all critical, major, and minor incidents. The contractor shall respond to informational incidents only upon government request. The government will provide all necessary electronic addresses. The contractor shall deliver CARS IAW CDRL A020.

11 FAT Vehicle Refurbishment

After successful FAT completion, the contractor shall transport the FAT vehicles from the test site to ILS Subcontractor to its plant, at the contractor's expense. The contractor shall thoroughly inspect the vehicles and submit a proposal for refurbishment. The vehicles will be returned to like new condition. The proposal will be submitted within 30 days after FAT approval. The government will negotiate the refurbishment effort after proposal submittal. The negotiated refurbishment effort will not include any configuration changes required as a result of testing. These changes are the contractor's responsibility pursuant to the Contractor First Article and Government First Article Testing provisions in paragraphs 8 and 10.

*** END OF NARRATIVE E 0001 ***

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 127 of 192

REPRINT

Name of Offeror or Contractor:

DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
1	52.247-34	F.O.B. DESTINATION	NOV/1991
2	52.247-48	F.O.B. DESTINATIONEVIDENCE OF SHIPMENT	FEB/1999

3 Required Delivery Schedule

- a. The contractor shall present six (three Type II and three Type III) Government First Article Test Vehicles 365 days after contract award. Two of each type will be shipped to the Army Test Center at Aberdeen Proving Grounds, MD. One of each type will be designated a logistics facility vehicle and will be located at the logistics contractor facility.
- b. Delivery Schedule for Production Vehicles:
- 1. For all delivery orders issued prior to government approval of First Article Test (FAT), the parties will negotiate the delivery schedule.
- 2. For any delivery order which is issued after the government approval of FAT, deliveries shall start 120 days after the date the delivery order is issued if the contractor has completed deliveries on all previous delivery orders. If the contractor has not completed deliveries on all previous delivery orders, delivery for any new order shall begin at the completion of deliveries for the last order. Monthly quantities will be negotiated at the time a delivery order is issued.
- 3. There are no quantity limitations to the Delivery Orders the government intends to issue over the term of this contract. However, unless otherwise agreed, the contractor will not be required to produce more than 30 vehicles in any 30 day period.
 - 4. Acceleration of delivery orders is NOT acceptable without written approval from the Contracting Officer.

COMPINITATION CHEET		Page128 of 192	
CONTINUATION SHEET	PHN/SHN W56HZV-07-R-0024	MOD/AMD	REPRINT
Name of Offeror or Contractor:			

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 129 of 192

REPRINT

Name of Offeror or Contractor:

CONTRACT ADMINISTRATION DATA

Title Regulatory Cite Date 252.204-7006 BILLING INSTRUCTIONS OCT/2005

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

[End of Clause]

PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE 2 52.204-4011 OCT/2005 (DFAS)

In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 130 of 192

Name of Offeror or Contractor:

SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
2	252.225-7013	DUTY-FREE ENTRY	JUN/2005
3	252.225-7043	ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (See DFARS 225.7401(b) for paragraph C fill-in.)	MAR/2006
4	252.228-7003	CAPTURE AND DETENTION	DEC/1991
5	252.225-7040	CONTRACTOR PERSONNEL SUPPORTING A FORCE DEPLOYED OUTSIDE THE UNITED STATES	JUN/2005

(a) Definitions. As used in this clause--

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Theater of operations means an area defined by the combatant commander for the conduct or support of specific operations.

- (b) General.
- (1) This clause applies when contractor personnel deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in--
 - (i) Contingency operations;
 - (ii) Humanitarian or peacekeeping operations; or
 - (iii) Other military operations or exercises designated by the Combatant Commander.
- (2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations.
- (3) Contractor personnel are not combatants and shall not undertake any role that would jeopardize their status. Contractor personnel shall not use force or otherwise directly participate in acts likely to cause actual harm to enemy armed forces.
 - (c) Support.
- (1) The Combatant Commander will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations unless the terms of this contract place the responsibility with another party.
- (2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.
- (ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

 (iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.
- (3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.
- (d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--
 - (1) United States, host country, and third country national laws;
 - (2) Treaties and international agreements;
 - (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Orders, directives, and instructions issued by the Combatant Commander relating to force protection, security, health, safety, or relations and interaction with local nationals.
- (e) Pre-deployment requirements. The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. military forces. Specific requirements for each category may be specified in the statement of work or elsewhere in

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page131 **of** 192

REPRINT

Name of Offeror or Contractor:

the contract.

- (1) All required security and background checks are complete and acceptable.
- (2) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.
- (3) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card from the deployment center.
- (4) Country and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.
 - (f) Processing and departure points. Deployed contractor personnel shall--
- (1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met;
 - (2) Use the point of departure and transportation mode directed by the Contracting Officer; and
- (3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.
 - (g) Personnel data list.
- (1) The Contractor shall establish and maintain with the designated Government official a current list of all contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. military forces as specified in paragraph (b)(1) of this clause. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate automated system(s) to use for this effort.
- (2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.
 - (h) Contractor personnel.
- (1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.
- (2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--
 - (i) Identify all personnel who are subject to military mobilization;
 - (ii) Detail how the position would be filled if the individual were mobilized; and
 - (iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.
 - (i) Military clothing and protective equipment.
- (1) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures and the Geneva Conventions.
- (2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective clothing.
 - (3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 132 of 192

Name of Offeror or Contractor:

the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

- (1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons will be allowed.
 - (2) The Contractor shall ensure that its personnel who are authorized to carry weapons-
 - (i) Are adequately trained;
 - (ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and
- (iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.
- (3) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.
- (k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations.
- (1) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the theater of operations whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

- (1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.
- (2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.
 - (n) Next of kin notification and personnel recovery.
- (1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.
- (2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.
- (o) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. military forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.
- (p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.
- (q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in-
 - (1) Contingency operations;
 - (2) Humanitarian or peacekeeping operations; or
 - (3) Other military operations or exercises designated by the Combatant Commander.

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 133 of 192

Name of Offeror or Contractor:

[End of Clause]

6 52.204-4005

REQUIRED USE OF ELECTRONIC CONTRACTING

SEP/2004

JUN/2005

- (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/
- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr.gov/. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)
- (c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awd.htm

Rock Island: https://aais.ria.army.mil/AAIS/AWDINFO/index.htm

Picatinny: http://procnet.pica.army.mil/dbi/DynCBD/award.cfm

Red River Army Depot: http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm

Anniston Army Depot: http://www.anadprocnet.army.mil/

- (d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.
- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".
- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/dpap/ebiz/VANs.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.
- (e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: http://contracting.tacom.army.mil/ebidnotice.htm
 - (f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

7 52.225-4040

ARMY MATERIEL COMMAND (AMC) ADMINISTRATIVE REQUIREMENTS FOR DEPLOYED

(TACOM) CONTRACTORS

(a) In order to maintain accountability of all deployed personnel in the Theater of Operations (see DFARS clause 252.225-7040 for definition), the Contractor shall follow instructions issued by the Army Materiel Commands Logistics Support Element (AMC LSE) or other Contracting Officers designated representative to provide, and keep current, requested data on Contractor Personnel for entry into military personnel database systems.

- (b) The Contractor shall coordinate with the AMC LSE or other Contracting Officers designated representative for logistics support, as follows:
 - (1) Upon initial entry into the Theatre of Operations;
 - (2) Upon initiation of contract performance;
 - (3) Upon relocation of contract performance within the Theatre of Operations; and

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 134 of 192

Name of Offeror or Contractor:

(4) Upon exiting the Theatre of Operations.

[End of Clause]

8 52.246-4026 (TACOM) LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS

SEP/2006

- (a) The Contractor may use either the Material Inspection and Receiving Report (DD 250) or Wide Area Workflow (WAWF) to process receiving reports for inspection, acceptance, and payment. Use only one method per contract; not both.
- (b) If you are using the Material Inspection and Receiving Report (DD 250), use one of the following methods to send each DD 250 pertaining to this contract to us:
 - (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil
 - (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:
 - (586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfopage2126.html

(c) If you are using Wide Area Workflow (WAWF) instead of DD 250s, we may require copies of the WAWF Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) above to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

[End of Clause]

- 9 Economic Price Adjustment, Skid Steer Loaders (SSL)
- A. The Contractor warrants that the SSLs to be provided under this contract are, except for modifications required by the contract specifications, supplies for which it has an established price. The term established price means a price that
- 1. Is an established catalog or market price for a commercial item sold in substantial quantities to the general public, and
- 2. Is the net price after applying any standard trade discounts offered by the Contractor, and
- 3. Is one for which a current published catalog price or current published price list is maintained by the Contractor, and is available for viewing, or provided to the Contractors dealers.
- B. Items Covered by This Clause: The items covered by this clause are the hardware CLINs(0102 thru 0106 and 0109 thru 0113) in ordering years 6 through 10. This includes the loaders, and all attachments, First destination transportation is not considered a hardware CLIN.
- 1. The prices for all items in this contract are based on time of order, not time of delivery or performance.
- 2. The prices for the loaders, and the attachments are Firm-Fixed-Priced (FFP) for the first five ordering years. Furthermore, for these first five ordering years, the prices cannot be changed due to an SSL model change.
- 3. The prices for ordering years six through ten for the items listed in this paragraph -B- are fixed priced, subject to economic price adjustment (EPA). Prices for these CLINs shall remain in effect throughout ordering years six through ten, regardless of whether the Government actually issues orders in any particular ordering period.
- C. If at any time during ordering years 6 through 10, the contractors established price for the SSLs (the offered commercial item) is, or changes to, an amount above or below the then-current ordering year established price that is included in the respective CLIN price, the contractor shall promptly notify the Government and propose an adjustment in the price of loaders for that ordering period, in

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 135 of 192

Name of Offeror or Contractor:

accordance with the provisions of this clause. The contractor shall so notify the Government as soon during the particular ordering period as the contractor is aware of such an increase, decrease or difference in the price of its offered commercial item.

- 1. The respective price for modifications beyond standard commercial practice (shown on Attachment 02) shall be adjusted by the same percentage that the respective commercial item price is adjusted.
- 2. For all CLINs in ordering years 6 through 10 that are subject to economic price adjustment, the Contractor warrants that the economic price adjustments the Contractor proposes, and the price adjustments the contractor subsequently agrees on, shall result in prices that are as low as those the Contractor charges its most favored customers (exclusive of any part of the price that reflects modifications resulting from compliance with contract specifications that are beyond standard commercial practice). In addition, the Contractor warrants that it shall provide the Government a discount of at least _____ % (Offeror insert same discount rate included in initially offered prices. If applicable, indicate different discount(s) for different hardware items.) applied to the Contractors catalog or list price.
- 3. The adjusted CLIN prices for ordering years six through ten shall not exceed the price ceilings that are in Attachment XX. The ceiling prices are 10% above each ordering years fixed price that is subject to economic price adjustment. There shall be no downward limit to the price adjustments that are made under this clause.
- 4. The Contractors proposal for Economic Price Adjustment shall contain the information below:
- (a) Proposed adjusted prices for the ordering period, for the CLINs subject to this clause. The contractor shall also show the quantitative calculations for how these proposed prices were derived, and narrative rationale supporting the reasonableness of the prices. Contractor is required to submit their commercial priced catalog at the beginning of each Program Year 6 through 10.
- (b) For the SSLs and attachments, a copy of the most-current published catalog or price list that is available for viewing, or provided to the Contractors dealers. This copy must also show the effective date(s) for the prices in the catalog or list.
- (c) A copy of the commercial literature specification sheet for the item(s) if different from the previous submittal, or if not previously provided by the Contractor.
- (d) Discounts, schedule, and marketing data regarding the contractors commercial pricing practice relating to the reissued or modified catalog/price list, or a certification that no change has occurred in that data since the completion of the initial or most recent subsequent submission, whichever is applicable.
- 5. In evaluating the Contractors proposed Economic Price Adjustments, the Government reserves the right to make a site visit to the Contractors location, to view commercial sales invoices for these SSL types, and attachments, for the prior year. The Contractor agrees to allow the Government to view such invoices. This would allow the Government to verify actual selling prices (and discounts granted) to the contractors most-favored customers.
- 6. The contractor may submit a maximum of two proposals for separate economic price adjustments, for any ordering period. No contract modification for Economic Price Adjustment shall be executed under this paragraph -3- until the Contracting Officer receives and reviews the Contractors proposal data as itemized in paragraph -d- above.
- 7. Any price increase or decrease shall apply to those items ordered on or after the effective date of the change in the Contractors established price, or if applicable, on or after the date where a difference existed between the Contractors established price and the established price included in the respective CLIN unit price. The following limitations apply to economic price adjustments under this clause:
- (a) Any Contractor proposal for price increase for a particular ordering period must be received by the Contracting Officer before the ordering period is done.
- (b) Price increases under this provision may be applied retroactively to items ordered no more than 30 days before a request for adjustment pursuant to this clause is received by the Contracting Officer.
- D. In response to a submittal under paragraph -C4- above, the Government reserves the right to exercise one of the following alternatives:
- 1. Accept the Contractors price adjustments as requested when all conditions above are met.
- 2. Negotiate a mutually agreeable price adjustment, when the Contractors requested price is not favorable to the Government.
- 3. In the event that the Government does not accept the contractors proposed price adjustment, and the parties are unable to agree to such an adjustment, the contracting officer may unilaterally determine the adjustment, subject to the disputes article of the contract.

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page136 of 192

Name of Offeror or Contractor:

ADDENDUM TO CONTRACT TERMS AND CONDITIONS
SPECIAL CONTRACT REQUIREMENTS

- H.1 Contractor Responsibility For AR 700-142 Material Release Compliance
- a. Contractors need to be aware that TACOM must meet the requirements of AR 700-142 and obtain formal Material Release prior to introducing a new item for use by active Army units, and that the end item required hereunder qualifies as a new item. In addition to the actual test items provided by contractors to demonstrate operational performance, there are significant information requirements as called out in this contract that are needed to support the AR 700-142 Material Release. Contractors should familiarize themselves with the relationship between the information requirements of the contract and the requirements for a material release. A significant, critical part of the support for the material release is based on data and information provided under this contract.
- b. Contractors play a crucial role in a successful Material Release by providing accurate and timely data and information allowing TACOM to prepare a material release package that will satisfy the detailed requirements of AR 700-142. The Government has allowed sufficient time in the contract schedule for the contractor to deliver necessary data and the government to prepare the necessary documents to obtain a full Material Release prior to fielding of contractually required hardware to field units.
- c. Failure to provide accurate and timely data as required by the contract causes the Army significant harm, both operationally and financially.
- d. The Contracting Officer has the right to unilaterally extend the delivery schedule of the vehicles, at no cost to the government, by the period of time equal to any delay in delivery of acceptable logistics data or LMI. The government further has the right to refuse to inspect and accept vehicles in advance of the extended delivery schedule. During the period of any delays in inspection and acceptance due to late or deficient delivery of data, the contractor shall store all vehicles produced at no cost to the government. During any such time, preservation and protection of stored vehicles to ensure compliance with the Purchase Description of this contract will be the responsibility solely of the contractor.
- H.2 Requirement For Warranty

The contractor shall provide its standard commercial warranty with all applicable pass through warranties. The warranty will be incorporated in the contract at Exhibit C.

H.3 Ordering Year

For purpose of defining ordering year the first ordering year begins with the date of award of this contract. The remaining ordering years commence on the anniversary date of the initial contract award.

H.4 First Destination Transportation Zones.

The Continental US is divided into zones for the purposes of facilitating shipping charges as follows:

- Zone 1: Washington, Oregon, Idaho
- Zone 2: California, Nevada
- Zone 3: Montana, Wyoming, North Dakota, South Dakota, Nebraska
- Zone 4: Utah, Arizona, Colorado, New Mexico
- Zone 5: Minnesota, Wisconsin, Iowa, Michigan
- Zone 6: Kansas, Oklahoma, Missouri, Arkansas
- Zone 7: Texas, Louisiana
- Zone 8:Illinois, Indiana, Ohio, Kentucky
- Zone 9: Tennessee, Mississippi, Alabama
- Zone 10:Maine, New Hampshire, Vermont, Rhode Island, New York, Massachusetts, Connecticut
- Zone 11:Pennsylvania, New Jersey, Delaware, Virginia, District of Columbia, Maryland, West Virginia
- Zone 12: North Carolina, South Carolina, Georgia, Florida

For OCONUS shipments, the contractor is responsible only for costs to the port of embarkation.

H.5 Parts Support

The contractor agrees to enter into a separate parts support contract with the Defense Supply Center Columbus (DSCC) of the Defense Logistics Agency (DLA) for the expected life of the vehicle (at least 15 years). The initial contract will be for one to five years for a ready means of acquisition of replacement parts and/or components in support of the Skid Steer Loaders. It will include option periods for up to a 15-year Indefinite Quantity Contract (IQC), with prices negotiated annually. (Note: DLA may elect to award options of different lengths but the total length of support will be for 15 years.) Delivery Orders issued against the support contract for Direct Vendor Delivery (DVD) shipments will have inspection/acceptance/FOB point Destination with Fast Pay Payment procedures applying to each DVD order less than \$100,000.00. The contractor must be able to process both manual and electronic orders for DLA stock

CONTINUATION SHEET Reference No. of Document Being Continu PIIN/SIIN W56HZV-07-R-0024 MOI	ng Continued	Page137 of 192	
	PIIN/SIIN W56HZV-07-R-0024	MOD/AMD	REPRINT
Name of Offeror or Contractor:			

purchases and manual orders for TACOM and Foreign Military Sales (FMS) requirements. The information at Attachment 5 is included for guidance.

*** END OF NARRATIVE H 0001 ***

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page138 of 192

Name of Offeror or Contractor:

CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://farsite.hill.af.mil/

[End of Clause]

	Regulatory Cite	Title	Date
1	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2006
2	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
3	52.215-8	ORDER OF PRECEDENCEUNIFORM CONTRACT FORMAT	OCT/1997
4	52.219-16	LIQUIDATED DAMAGESSUBCONTRACTING PLAN	JAN/1999
5	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
6	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR/1984
7	52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR/1984
8	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
9	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION	OCT/2003
10	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
11	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
12	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS	FEB/2006
13	52.248-1	VALUE ENGINEERING	FEB/2000
14	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE	MAR/1998
		GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal	
		Register 27 Mar 98	
15	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	NOV/2005
16	252.228-7000	REIMBURSEMENT FOR WAR-HAZARD LOSSES	DEC/1991
17	252.232-7010	LEVIES ON CONTRACT PAYMENTS	SEP/2005
18	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
19	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR	AUG/2006
		EXECUTIVE ORDERSCOMMERCIAL ITEMS	

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
 - (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

- [X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
 - [] (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).
- [X] (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
 - [] (4) [Reserved]

(5)

- [] (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).
- [] (ii) Alternate I (Oct 1995) of 52.219-6.
- [] (iii) Alternate II (Mar 2004) of 52.219-6.

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 139 of 192

Name of Offeror or Contractor:

```
[ ](i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
               [ ] (ii) Alternate I (Oct 1995) of 52.219-7.
               [ ] (iii) Alternate II (Mar 2004) of 52.219-7.
          [X ] (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
          (8)
               [X ] (i) 52.219-9, Small Business Subcontracting Plan (Jul 2005)(15 U.S.C. 637 (d)(4)).
               [ ] (ii) Alternate I (Oct 2001) of 52.219-9.
               [ ] (iii) Alternate II (Oct 2001) of 52.219-9.
          [ ] (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
          (10)
               [ ] (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C.
2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
              [ ] (ii) Alternate I (June 2003) of 52.219-23.
          [X ] (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999)(Pub. L.
103-355, section 7102, and 10 U.S.C. 2323).
          [ ] (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000)(Pub. L. 103-355,
section 7102, and 10 U.S.C. 2323).
          [ ] (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
          [X ] (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
          [X ] (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
          [X ] (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
          [X ] (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).
          [X ] (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
(Dec 2001)(38 U.S.C. 4212).
          [X ] (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
          [X ] (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
(Dec 2001)(38 U.S.C. 4212).
          [X ] (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
              [ ] (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C.
6962(c)(3)(A)(ii)).
               [ ] (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
          [ ] (23) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).
          (24)
```

[] (i) 52.225-3. Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2006)(41 U.S.C. 10a-10d. 19 U.S.C.

at 52.215-2, Audit and Records -- Negotiation.

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page140 of 192 REPRINT

Name of Offeror or Contractor:

3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
[] (ii) Alternate I (Jan 2004) of 52.225-3.
[] (iii) Alternate II (Jan 2004) of 52.225-3.
[] (25) 52.225-5, Trade Agreements (Jan 2006)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
[X] (26) 52.225-13, Restrictions on Certain Foreign Purchases (Mar 2005) (E.o.s, proclamations, and statutes administered the Office of Foreign Assets Control of the Department of the Treasury).
[] (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).
[] (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).
[] (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
[] (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
[X] (31) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).
[] (32) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).
[] (33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).
[] (34) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
(35)
[] (i) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (Apr 2003)(46 U.S.C. 1241 and 10 U.S.C. 2631).
[] (ii) Alternate I (Apr 2003) of 52.247-64.
(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contract Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicate to acquisitions of commercial items:
[Contracting Officer check as appropriate.]
[] (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, et seq.).
[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contract (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).
[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this

contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause

access to and right to examine any of the Contractors directly pertinent records involving transactions related to this contract.

Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating

to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page141 of 192

REPRINT

Name of Offeror or Contractor:

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e

- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).
 - (v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)
- (vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

[End of Clause]

20 52.216-18 ORDERING

OCT/1995

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the Date of Contract Award through ten years from the Date of Contract Award.
- (b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered <u>issued</u> when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

21 52.216-19 ORDER LIMITATIONS

OCT/1995

- (a) <u>Minimum order</u>. When the Government requires supplies or services covered by this contract in an amount of less than 5, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
 - (b) Maximum order. The Contractor is not obligated to honor--
 - (1) Any order for a single item in excess of 50 vehicles.
 - (2) Any order for a combination of items in excess of 100 vehicles; or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page142 of 192

Name of Offeror or Contractor:

- (c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

22 52.216-21 REQUIREMENTS

OCT/1995

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as <u>estimated</u> or <u>maximum</u> in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after eleven and one half years after Contract Award.

(End of clause)

23 252.212-7001

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL

JUL/2006

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

[X] 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

- (b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.
 - [X] 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- [X] 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- [] 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

Reference No. of Document Being Continued **CONTINUATION SHEET**

Page143 of 192 REPRINT

PIIN/SIIN W56HZV-07-R-0024 MOD/AMD

Name of Offeror or Contractor:

- [X] 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582). [X] 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a). [X] 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a). [X] 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a). [X] 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Pub. L. 107-117 and the in subsequent DoD appropriations acts). same restriction [X] 252.225-7021 Trade Agreements (DEC 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note). [] 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779). [] 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755). [] 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) ([] Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note). [] 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)). [X] 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts). [X] 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320). [X] 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321). [X] 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227). [] 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375). [X] 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410). [X] 252.247-7023 Transportation of Supplies by Sea (MAY 2002) ([] Alternate I) (MAR 2000) ([] Alternate II) (MAR 2000) ([] Alternate III) (MAY 2002) (10 U.S.C. 2631).
- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

[] 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

[End of Clause]

24

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page144 of 192

REPRINT

Name of Offeror or Contractor:

- (a) The Government may extend the term of this contract by written notice to the Contractor within one day before contract expiration.
- (b) The total duration of this contract, including the exercise of any options under this clause, shall not exceed eleven and one half years from Date of Contract Award.

[End of Clause]

CENTRAL CONTRACTOR REGISTRATION

JUL/2006

- (a) Definitions. As used in this clause--
- "Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.
 - "Commercial and Government Entity (CAGE) code" means-
 - (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."
- "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.
- "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.
 - "Registered in the CCR database" means that-
- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ``Active''. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
 - (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - (1) An offeror may obtain a DUNS number
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com/; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
 - (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page145 of 192

Name of Offeror or Contractor:

- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

- (i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:
 - (A) Change the name in the CCR database;
 - (B) Comply with the requirements of Subpart 42.12 of the FAR;
 - (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.
- (g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at http://www.ccr.gov/ or by calling 1-888-227-2423, or 269-961-5757.

[End of Clause]

26 52.211-16 VARIATION IN QUANTITY APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page146 **of** 192

REPRINT

Name of Offeror or Contractor:

by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

ZERO percent increase; and ZERO percent decrease.

This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

27 52.212-4

CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

SEP/2005

- (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --
 - (1) Within a reasonable time after the defect was discovered or should have been discovered; and
 - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
 - (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
 - (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
 - (g) Invoice.
- (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, contract line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page147 of 192

Name of Offeror or Contractor:

- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
 - (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (1) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page148 of 192

Name of Offeror or Contractor:

- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
 - (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
 - (3) The clause at 52.212-5.
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.
 - (t) Central Contractor Registration (CCR).
- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (2) (i) If a Contractor has legally changed its business name, ``doing business as'' name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ``Suspension of Payment'' paragraph of the electronic funds transfer (EFT) clause of this contract.
- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ``Suspension of payment'' paragraph of the EFT clause of this contract.
- (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page149 of 192

Name of Offeror or Contractor:

[End of Clause]

28 52.222-39

NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR

DEC/2004

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board Division of Information 1099 14th Street, N.W. Washington, DC 20570 1-866-667-6572 1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at http://www.nlrb.gov .

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.
 - (e) The requirement to post the employee notice in paragraph (b) does not apply to-
 - (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 150 of 192

Name of Offeror or Contractor:

Assistant Secretary finds that the Contractor has demonstrated that--

- (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
 - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--
- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor-Management Standards website at http://www.olms.dol.gov; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

[End of Clause]

29 252.223-7001 HAZARD WARNING LABELS

DEC/1991

- (a) <u>Hazardous material</u>, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.
- (b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:
 - (1) Federal Insecticide, Fungicide and Rodenticide Act;
 - (2) Federal Food, Drug and Cosmetics Act;
 - (3) Consumer Product Safety Act;
 - (4) Federal Hazardous Substances Act; or
 - (5) Federal Alcohol Administration Act.
- (c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

<u>I</u>	MATERIAL (If	None, Insert	None.)	ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024 MOD/AMD

Page 151 of 192

REPRINT

Name of Offeror or Contractor:

CONTINUATION SHEET

materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Clause]

30 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT

MAR/2003

- (a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.
- (b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

- 31 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005 (TACOM)
- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website: http://contracting.tacom.army.mil/ebidnotice.htm
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

32 52.211-4019 SOURCES OF SUPPLY FOR TIRES ON TACTICAL WHEELED VEHICLES - ALTERNATE APR/2000 (TACOM) I

(a) Definition.

<u>Qualified Tire Part Numbers</u>: means any tire part number that you, as the vehicle manufacturer, have qualified for possible inclusion on the vehicle at the time of government final acceptance of the vehicle.

(b) Except as provided in (c) below, you must identify and list on the following lines, a minimum of three qualified tire part numbers, their corresponding manufacturer and National Stock Number (if an NSN is available), to provide alternate sources of supply for future spare tire procurements for the vehicles deliverable under this contract. By identifying tires on the lines below, you represent that (1) such tires comply with all applicable requirements in the vehicle specification; and (2) when such tires are applied at any wheel position, they shall not cause any adverse vehicle handling effects, when combined with the other approved manufacturers' tires listed below. List on the first line the tire you expect to have on the vehicle at time of government final acceptance.

MANUFACTURER MFG PN NSN QPL Number

- 1.
- 2.
- 3.

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 152 of 192

Name of Offeror or Contractor:

4.

5.

(c) In the event you cannot provide at least three (3) qualified sources of supply for tires, you must give reasons to the Procuring Contracting Officer (PCO) prior to contract award to explain why only two (2), or only one (1) source is available. Your rationale, as a minimum, shall include your methodology for qualifying/disqualifying alternate sources of supply for tires. Also, your rationale shall provide data to support any restrictions on mixing tires (e.g. a restriction that requires a single brand of tire to be used for all positions on a given axle).

(d) Indicate which of the above tires if any, are on one of the following Cooperative Approved Tire List (CATL) or Federal Specification Qualified Products Lists (OPL):

CATL 1922 Tires, Pneumatic, Vehicular (Highway)
QPL-ZZ-T-410 Tires, Pneumatic, Industrial
CATL 1923 Tires, Pneumatic, Low Speed, Off Highway
QPL-ZZ-T-1619 Tires, Pneumatic, Agricultural

If applicable, list, in the space above, the CATL or QPL number and the NSN for each tire. In the event one or more tires selected above does not have an assigned NSN, provide reasons to the PCO prior to contract award for the non-NSN tire selection over other NSN-assigned tires.

- (e) After contract award, you must perform Component Qualification Testing on the tires listed in (b) above. Testing will determine the suitability of tires for use on equipment deliverable under this contract and will demonstrate that mixing different tire tread designs on a single vehicle will not degrade equipment performance below the requirements set forth in the system specification.
- (1) <u>Component Qualification Test</u>. You shall conduct all necessary qualification testing and selection of test samples under Government surveillance at locations you designate. The test shall be conducted in accordance with the Government Component Qualification Test Plan (located in the purchase description or specification) and completed within 60 days prior to government acceptance of the first production vehicles offered under this contract. You shall submit Qualification Test Reports detailing all test results in accordance with Data Item DI-T-1900 and the Contract Data Requirements List (DD Form 1423).
- (2) <u>Component Qualification Test Deficiencies</u>. Failure of the Qualification Test tires to meet specified requirements as a result of any deficiency during or as a result of such testing shall be cause for rejection. Failure to meet specified requirements shall be prima facie evidence that all tires which the test sample represents are similarly deficient unless you furnish evidence satisfactory to the Contracting Officer that they are not similarly deficient. Any failure of a manufacturer's tires during system testing will require additional component qualification testing to be approved.
- (f) In the event Component Qualification Testing is waived, you shall be responsible for certifying that all tires identified in (b) above are suitable for use on vehicles deliverable under this contract and that mixing of these tires will not degrade vehicle performance in terms of mobility, durability, ride and handling below the contract requirements.

[End of Clause]

33 52.216-4021 REQUIREMENTS DEFINITION JUN/2005

"Supplies" as used in FAR 52.216-21, entitled Requirements, is hereby defined as new supplies. It does not include rebuilt or remanufactured items.

[End of Clause]

34 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM APR/2006

- (a) The Pilot Mentor-Protege Program does not apply to small business concerns.
- (b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.
 - (c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page153 of 192 REPRINT

Name of Offeror or Contractor:

disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteranowned small business or an eligible entity employing the severely disabled.

- (d) Full details of the program are located at http://www.acq.osd.mil/sadbu/mentor protege/, http://sellingtoarmy.info/, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."
- (e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

[End of Clause]

35 52.223-4000 ENVIRONMENTAL, SAFETY, AND ENERGY STANDARDS AND REGULATIONS

- (a) The contract price includes Contractor compliance with all federal vehicle emission, fuel economy, safety, and noise requirements and standards, hereinafter referred to as requirements, affecting the supplies to be delivered under this contract which, as of the time of bid opening in the case of sealed bidding, or as of the time for receipt of Best and Final Offers (BAFOs) in the case of a negotiated solicitation, were in effect or scheduled to become effective during the term of this contract.
- (b) In the event any of these requirements are subsequently changed (i.e., altered, rescinded or postponed) and such changes have not been otherwise provided for prior to the award of this contract, and compliance is mandatory upon the Contractor, and such changes cause an increase or decrease in the cost of, or time required to perform the contract, Contractor compliance with these changes shall be subject to equitable adjustment.
- (c) If any of these requirements are changed as described above, but compliance is optional on the part of the Contractor, the Contractor shall promptly notify the Government in writing and the Procuring Contracting Officer (PCO) shall have the right to decide whether the supplies yet to be accepted and delivered to the Government shall incorporate the optional changes. After receipt of this written notice the PCO shall provide timely written advice to the Contractor of the Government's decision and, if applicable, the effective data of such change(s). If the PCO's election constitutes a change which causes an increase or decrease in the cost of, or time required to perform this contract, Contractor compliance therewith shall be subject to equitable adjustment.

36 52.247-4458 GUARANTEED SHIPPING CHARACTERISTICS -- F.O.B. DESTINATION (TACOM)

(ii) Unit Package Exterior Size/Weight of Unit Package with contents:

SEP/2000

- (a) The offeror is required to complete subparagraph (b)(1), (2), and (3), of this clause, for each part or component, including all of its packaging. This information will be used by the Government to perform logistics management functions such as providing item sustainment, planning (e.g. estimating storage costs), and redistribution. You are not liable if you give us wrong information, however since the DOD uses this data in-house in existing data bases and because this information may be used in contingency planning it, we request that the information provided be as accurate as possible.
- (b) Definitions of terms commonly used in the packaging and distribution environments are defined in ASTM D996 and should be consulted if any term used herein is in question.
 - (1) Unit Package:
- Specify the type of UNIT PACKAGE for each single unit of issue: A container in direct contact with and enclosing the product along with any required protective materials(s)(e.g. item is wrapped in neutral paper, polyethylene foam cushion wrapped, sealed in a waterproof bag, and placed in a fiberboard box).

, ,	
	Length x Width x Depth(expressed in inches)/Weight expressed in pounds
(2) Shippi	ng Container:
(i)	Exterior Size of SHIPPING CONTAINER AND CONTENTS THEREIN:
	Length, x Width, x Height, (expressed in feet and inches)
(ii)	Number of unit packages per shipping container each
(iii)	Gross weight of Shipping container and contents Lbs.

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page154 of 192

Name of Offeror or Contractor:

(3)	Unitize	ed Loads:
	(i)	Is the Load palletized, skidded, or some other platform device used as a base for handling and transporting as a single entity. Yes [] No []; describe:
	(ii)	Number of Shipping containers per pallet/skid each.
	(iii)	Weight of empty pallet, skid, platform, dolly, other device used as a base for handling and transporting materials Lbs
	(iv)	Size of Unit Load(pallet/skid including shipping container(s)assembled for handling and transportation as a single entity:
		Length, x Width, x Height, (expressed in feet and inches)
	(v)	Gross Weight of Unit Load Lbs;

[End of Clause]

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page155 of 192

Name of Offeror or Contractor:

LIST OF ATTACHMENTS

List of	m113.	Date	Number	manith.a
Addenda Exhibit A	Title	<u>Date</u> 23-JAN-2006	of Pages 001	Transmitted By
Exhibit B	A001 CONFERENCE MINUTES			DATA
Exhibit C	A002 CONFIGURATION STATUS ACCOUNTING INFORMATION	23-JAN-2006 23-JAN-2006	001 001	DATA DATA
	A003 TECHNICAL REPORT STUDY/SERVICES A004 LOGISTICS MANAGEMENT INFORMATION (LMI)SUMMARIES			
Exhibit D	. , , , , , , , , , , , , , , , , , , ,	23-JAN-2006	001	DATA
Exhibit E	A005 LOGISTICS MANAGEMENT INFORMATION LMI SUMMARIES	23-JAN-2006	001	DATA
Exhibit F	A006 SPECIAL EQUIPMENT TOOLS AND TEST EQUIPMENT (STTE) LIST	25-SEP-2006	001	DATA
Exhibit G	A007 TECHNICAL REPORT STUDY/SERVICES	23-JAN-2006	001	DATA
Exhibit H	A008 LOGISTICS MANAGEMENT INFORMATION (LMI) DATA PRODUCTS	23-JAN-2006	001	DATA
Exhibit J	A009 LOGISTICS MANAGEMENT INFORMATION (LMI) DATA PRODUCTS	23-JAN-2006	001	DATA
Exhibit K	A010 TRAINING MATERIALS	23-JAN-2006	001	DATA
Exhibit L	A011 TRAINING MATERIAL	23-JAN-2006	001	DATA
Exhibit M	A013 TRANSPORTABILITY REPORT	23-JAN-2006	001	DATA
Exhibit N	A014 LOGISTICS MANAGEMENT INFORMATION (LMI) DATA PRODUCTS	06-OCT-2006	001	DATA
Exhibit P	A015 SPECIAL PACKAGING INSTRUCTIONS (SPI)	06-OCT-2006	001	DATA
Exhibit Q	A016 SAFETY ASSESSMENT REPORT	23-JAN-2006	001	DATA
Exhibit R	A017 HAZARDOUS MATERIALS MANAGEMENT PROGRAM (HMMP) REPORT	23-JAN-2006	001	DATA
Exhibit S	A018 CONTRACT FIELD SERVICE REPORT	23-JAN-2006	001	DATA
Exhibit T	A019 WARRANTY PERFORMANCE REPORT	23-JAN-2006	001	DATA
Exhibit U	A020 FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT	23-JAN-2006	001	DATA
Exhibit V	A021 DA TECHNICAL MANUALS AND RELATED ELECTRONIC TECHNICAL MANUALS (ETM) AND UNDERLYING EDITABLE ELECTONIC FILES	17-OCT-2006	001	DATA
Exhibit W	A022 DA TECHNICAL MANUALS AND RELATED ELECTRONIC TECHNICAL	17-OCT-2006	001	DATA
	MANUALS (ETM) AND UNDERLYING EDITABLE ELECTRONIC FILES			
Exhibit X	A023 LUBRICATION ORDER	17-OCT-2006	001	DATA
Exhibit Y	A024 REPAIR PARTS AND SPECIAL TOOLS LIST (RPSTL)	17-OCT-2006	001	DATA
Exhibit Z	A012TRAINING MATERIALS	23-JAN-2006	001	DATA
Exhibit AA	B001 DA TECHNICAL MANUALS AND ELECTRONIC TECHNICAL	17-OCT-2006	001	DATA
	MANUALS(ETM) AND UNDERLYING EDITABLE ELECTRONIC FILES			
Exhibit AB	B002 DA TECHNICAL MANUALS ELECTRONIC TECHNICAL MANUALS (ETM) AND UNDERLYING EDITABLE ELECTRONIC FILES	17-OCT-2006	001	DATA
Exhibit AC		17-OCT-2006	001	DATA
	B003 LUBRICATION ORDER (LO)			
Exhibit AD	B004 REPAIR PARTS AND SPECIAL TOOLS LISTS (RPSTL)	17-OCT-2006	001	DATA
Attachment 001	001 PURCHASE DESCRIPTION	10-JAN-2007	001	DATA
Attachment 002	002 PRICING SPREADSHEET	13-NOV-2006	001	DATA
Attachment 003	003 SSL ILS SCHEDULE	08-JAN-2007	001	DATA
Attachment 004	004 LMI MAINTENANCE ANALYSIS	08-JAN-2007	001	DATA
Attachment 005	005 LMI NMWR DATA SUMMARY SSL	30-NOV-2006	001	DATA
Attachment 006	006 DA FORM 2408-9	30-NOV-2006	001	DATA
Attachment 007	007 LMI PROVISIONING REQUIREMENTS WORKSHEET	30-NOV-2006	009	DATA
Attachment 008	008 LMI PACKAGING DATA PRODUCTS	30-NOV-2006	003	DATA
Attachment 009	009 LMI PACKAGING DATA TRANSACTION FORMAT	30-NOV-2006	002	DATA
Attachment 010	010 SSL GEN PUBS RQMTS	30-NOV-2006	006	DATA
Attachment 011	011 RPSTL REQUIREMENTS	30-NOV-2006	015	DATA
Attachment 012	012 TABLE 1-II TM REQUIREMENTS MATRIX FOR TM5-2420-YYY-10 & TM5-2420-XXX-10	30-NOV-2006	800	DATA
Attachment 013	013 LO SLECTION SUMMARY	30-NOV-2006	002	DATA
Attachment 014	014 TABLE A4-23 MATRIX	30-NOV-2006	007	DATA
Attachment 015	015 TABLE A6-23P ROMTS MATRIX	30-NOV-2006	001	DATA
Attachment 016	016 UID COMPONENT LIST	30-NOV-2006	001	DATA
Attachment 017	017 SYSTEM SAFETY PROGRAM ROMTS	30-NOV-2006	006	DATA
Attachment 018	018 DCA TEST GUIDE	30-NOV-2006	182	DATA
Attachment 019	019 PAST PERFORMANCE QUESTIONAIRE	19-JAN-2007	006	DATA
110 Cucimicité U17	015 1161 I BRI ORGENION CONDITIONALINE	15 0111 2007	000	211111

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page156 **of** 192

REPRINT

OCT/2003

Name of Offeror or Contractor:

2

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	Regulatory Cite	gulatory Cite Title						
1	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	SEP/2004					
		COUNTRY						

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
 - (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number --

52.204-6

- (i)If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or
- (ii)If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- $\mbox{(iii)}$ Company physical street address, city, state and $\mbox{\rm Zip}$ Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

[End of Provision]

3 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

JAN/2006

- (a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --
 - (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3(see FAR 52.212-3(i) for those representations

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 157 of 192

Name of Offeror or Contractor:

and certifications that the offeror shall complete electronically);

- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
 - (f) Late submissions, modifications, revisions, and withdrawals of offers.
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

- (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-
 - (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
 - (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
 - (q) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 158 of 192

Name of Offeror or Contractor:

discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
 - (i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section Suite 8100 470 L'Enfant Plaza, SW Washington, DC 20407 Telephone (202) 619-8925

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

- (2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:
 - (i) ASSIST (http://assist.daps.dla.mil)

Facsimile (202) 619-8978

- (ii) Quick Search (http://assist.daps.dla.mil/quicksearch)
- (iii) ASSISTdocs.com (http://assistdocs.com)
- (3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-
 - (i) Using the ASSIST Shopping Wizard (http://assist.daps.dla.mil/wizard);
 - (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.
- (j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at http://www.customerservice@dnb.com. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.
- (1) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
 - (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

CONTINUATION SHEET Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

Page159 **of** 192

REPRINT

MOD/AMD

Name of Offeror or Contractor:

(4) A summary of the rationale for award;

- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

[End of Provision]

4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (Alt I SEP/2006 dated Apr 2002)

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at http://orca.bpn.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(a) <u>Definitions.</u> As used in this provision--

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

<u>Place of manufacture</u> means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Service-disabled veteran-owned small business concern" --

- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

<u>"Veteran-owned small business concern"</u> means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 160 of 192 REPRINT

Name of Offeror or Contractor:

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women or; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3)	Taxpa	ayer identification number (TIN)
	[] []	TIN: TIN has been applied for. TIN is not required because:
	[]	Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
	[]	Offeror is an agency or instrumentality of a foreign government;
	[]	Offeror is an agency or instrumentality of the Federal government;
(4)	Туре	of organization.
	[] [] [] []	Sole proprietorship; Partnership; Corporate entity (not tax-exempt); Corporate entity (tax-exempt); Government entity (Federal, State, or local); Foreign government; International organization per 26 CFR 1.6049-4; Other
(5)	Comm	non Parent.
		Offeror is not owned or controlled by a common parent: Name and TIN of common parent: Name TIN

- (c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.
- (1) <u>Small business concern.</u> The offeror represents as part of its offer that it $[\]$ is $[\]$ is not a small business concern.
- (2) <u>Veteran-owned small business concern</u>. Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents as part of its offer that it (check one) [] is [] is not a veteran-owned

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 161 of 192

Name of Offeror or Contractor:

small business concern.

- (3) <u>Service-disabled veteran-owned small business concern</u>. Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision. The offeror represents as part of its offer that it (check one) [] is, [] is not a service-disabled veteran-owned small business concern.
- (4) <u>Small disadvantaged business concern</u>. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) <u>Women-owned small business concern.</u> Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents that it [] is [] is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) <u>Women-owned business concern (other than a small business concern)</u>. Complete only if the offeror is a woman-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision. The offeror represents that it [] is [] is not a women-owned business concern.
- (7) <u>Tie bid priority for labor surplus area concerns.</u> If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)
- (i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs). The offeror represents as part of its offer that it [] is [] is not an emerging small business.
- (ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:
 - (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
 - (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Numl	oer of Employees	<u>Gross Revenues</u>	
[] 50 or fewer	[] \$1 million or less	
[] 51 - 100	[] \$1,000,001 - \$2 million	on
[] 101 - 250	[] \$2,000,001 - \$3.5 mil	lion
[] 251 - 500	[] \$3,500,001 - \$5 million	on
[] 501 - 750	[] \$5,000,001 - \$10 mill:	ion
[] 751 - 1,000	[] \$10,000,001 - \$17 mil	lion
[] Over 1,000	[] Over \$17 million	

- (9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, and the offeror desires a benefit based on its disadvantaged status.)
 - (i) General. The offeror represents that either-
 - (A) It [] is [] is not certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000

rules and regulations of the Secretary of Labor.

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 162 of 192 REPRINT

Name of Offeror or Contractor:

after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
(B) It [] has [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:]
(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph c)(1) of this provision.] The offeror represents, as part of its offer, that
(i) It [] is [] is not a HUBZone small business concern listed, on the date of this representation, on the List of qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
(ii) It [] is [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:
 [] Black American. [] Hispanic American (American Indians, Eskimos, Aleuts, or Native Hawaiians). [] Native American (American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru). [] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal). [] Individual/concern, other than one of the preceding.
(d) Representations required to implement provisions of Executive Order 11246
(1) <u>Previous Contracts and Compliance.</u> The offeror represents that
(i) It [] has [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
(ii) It [] has [] has not filed all required compliance reports.
(2) <u>Affirmative Action Compliance.</u> The offeror represents that
(i) It [] has developed and has on file [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 163 of 192 REPRINT

Name of Offeror or Contractor:

(f)	Buy American A	Act Certificate.	(Applies	only i	f the	clause	at	Federal	Acquisition	Regulation	(FAR)	52.225-1,	Buy	American Ac	∶t -
Supplies,	is included in	n this solicitati	lon.)												

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end

product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," 'foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American ActSupplies."
(2) Foreign End Products: [List as necessary.]
LINE ITEM NO.: COUNTRY OF ORIGIN:
(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
(g) (1) Buy American Act Free Trade Agreements Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act Free Trade Agreements Israeli Trade Act Balance of Payments Program, is included in this solicitation.)
(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," 'foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American ActFree Trade AgreementsIsraeli Trade Act.
(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products: [List as necessary]
LINE ITEM NO.: COUNTRY OF ORIGIN:
(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act" The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualified as domestic end products. Other Foreign End Products: [List as necessary]
LINE ITEM NO.: COUNTRY OF ORIGIN:
(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
(2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the claus at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision: (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian End Products
LINE ITEM NO.: [List as necessary]
(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the

- (g)(l)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ''Buy American Act--Free Trade Agreements--Israeli Trade Act'': [List as necessary] Canadian or Israeli End Products

LINE	TTEM NO.:	COUNTRY	OF	ORIGIN:

- (4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.made or designated country end product, as defined in the clause of this solicitation entitled ''Trade Agreements.''

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page164 of 192 REPRINT

Name of Offeror or Contractor:

website.

(ii) The offeror shall list as other end products those end products that are not U.S -made or designated country end products.Other End Products [List as necessary]
LINE ITEM NO.: COUNTRY OF ORIGIN:
(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.Smade or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.Smade or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals
(1) [] Are [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
(2) [] Have [] have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
(3) [] Are [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]
(1) Listed End Product: Listed Countries of Origin:
(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph $(i)(1)$ of this provision, then the offeror must certify to either $(i)(2)(i)$ or $(i)(2)(ii)$ by checking the appropriate block.]
[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
 (j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly (1) [] In the United States (Check this box if the total anticipated price of offered end products manufactured outside the united States); or (2) [] Outside the United States.
(k)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph $(k)(2)$ of this provision do not

http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at

automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA)

this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs -----.

[Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 165 of 192 REPRINT

Name of Offeror or Contractor:

this solicitation only, if any.

These amended representation(s) and/or certifica-tion(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

5 52.247-60 GUARANTEED SHIPPING CHARACTERISTICS DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1)	To be o	completed by the offeror:
	(i)	Type of "Outer" container: Wood Box, Fiber Box, Barrel, Reel, Drum, Other (Specify)
	(ii)	Shipping configuration: Knocked-down, Set-up, Nested, Other (specify)
	(iii)	Size of outer container: inches (Length), x inches (Width), x inches (Height) = _Cubic FT;
	(iv)	Number of items per outer container Each;
	(v)	Gross weight of outer container and contents LBS
	(vi)	Palletized/skidded Yes No;
	(vii)	Number of outer containers per pallet/skid;
	(viii)	Weight of empty pallet bottom/skid and sides LBS;
	(ix)	Size of pallet/skid and contents;
	(x)	Number of outer containers or pallets/skids per railcar *
		Size of railcar
		Type of railcar
	(xi)	Number of outer containers or pallets/skids per trailer *
		Size of trailer
		Type of trailer
of co	mplete u	units (contract line item) to be shipped in carrier's equipment.
(2)	To be o	completed by the Government after evaluation but before contract award:
	(i)	Rate used in evaluation;
	(ii)	Tender/Tariff;
	(iii)	Ttem ;

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 166 of 192

Name of Offeror or Contractor:

The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

[End of Clause]

- 6 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS JUN/2005
- (a) <u>Definitions</u>.

As used in this clause --

- (1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).
- (2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.
- (3) <u>United States person</u> is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.
 - (b) <u>Certification</u>.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.
- (c) <u>Representation of Extent of Transportation by Sea.</u> (This representation does not apply to solicitations for the direct purchase of ocean transportation services).
- (1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term <u>supplies</u> is defined in the Transportation of Supplies by Sea clause of this solicitation.
 - (2) Representation.

The Offeror represents that it--

_____Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

- 7 52.204-4007 OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE MAR/2001 (TACOM)
- (a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page167 **of** 192

REPRINT

Name of Offeror or Contractor:

solicitations,	please	provide	the	complete	e-mail	address	below.
----------------	--------	---------	-----	----------	--------	---------	--------

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website: http://www.ccr2000.com/

[End of Provision]

8 52.212-4003 ALL OR NONE--COMMERCIAL ITEM ACQUISITION

SEP/1996

This provision serves as an addendum that modifies paragraph (h) of FAR 52.212-1, entitled INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS. Paragraph (h) is modified to say that you must offer to provide the total quantity of the items in this solicitation. ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION. OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL NOT BE CONSIDERED FOR AWARD.

(End of Provision)

9 52.215-4010 AUTHORIZED NEGOTIATORS (TACOM)

JAN/1998

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

[End of Provision]

10 52.233-4000 (TACOM)

NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM

MAY/2000

- (a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication avenue that our contractors can use.
- (b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).
 - (c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.
- (d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM AMSTA-AQ-C (Ms. Shepherd) MAIL STOP 309 Warren, MI 48397-5000

shepherl@tacom.army.mil

(586) 574-6597 or 6547

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 168 of 192

Name of Offeror or Contractor:

- (e) If you contact Ms. Shepherd, please provide her with the following information:
 - i. TACOM solicitation number;
 - ii. Name of PCO;
 - iii. Problem description;
 - iv. Summary of your discussions with the buyer/PCO.
- (f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.
 - (g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command Office of Command Counsel 9301 Chapek Road, Rm 2-1SE3401 Ft. Belvoir, VA 22060

Fax number: (703) 806-8866/8875

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

(end of clause)

11 52.246-4037 COMMERCIAL WARRANTY INFORMATION (TACOM)

OCT/1996

- (a) If the items you are offering us normally are provided with a warranty when sold to other customers, we expect the same warranty coverage if we award you a contract as a result of this solicitation. In that event we will need the details of your warranty, so we'd like some warranty information as part of your response to the solicitation. You may do so either by attaching a standard brochure or information sheet, or by filling out the following. If you are providing warranty data in the form of a brochure or information sheet, please check the following box, and then fill in additional information below only to the extent that it isn't already covered in the material you are attaching.
 - () Warranty data is covered in attached information sheet, entitled:
 - (b) Please tell us about your warranty:
- (1) How long is the warranty period? (If you do not give a warranty on the item you are offering us in this bid or proposal, just enter NONE, and then skip to paragraph (6) below.)
- (2) Does the warranty run strictly in terms of time after the sale, or does it also expire based upon usage of the item (for example, after X hours of operation, or after Y miles driven)?
- (3) What does the warranty cover? Does it cover all failures in the item during the warranty period, or are there exclusions?

Does the warranty cover replacement parts only, or is labor included as well?

- (4) How does the warranty start? Does it begin automatically, after acceptance by the customer, or must the customer submit a card or other documentation to begin the warranty coverage?
- (5) Do you have any methodology for delayed start of the warranty period (such as if TACOM buys the items and stores them for three months before issuing them to the field users)?

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page169 of 192

Name of Offeror or Contractor:

	Is 100% of the warranty coverage provided by you, or are any components covered by pass-through warranties from their which might require us as a customer to deal directly with someone other than you on a warranty claim?
(() No pass-through warranties will apply: all warranty coverage is provided and administered by us.
	() Yes, pass-through warranties will apply, on the following, which would require warranty claims to be submitted ther company on these items: COMPONENT/SUBSYSTEM WARRANTY DURATION
	Where do customers make a claim against the warranty? Must a claim be filed in a central location first, or can the be taken to any authorized dealer? If the latter, who are the authorized dealers?
	When making a claim, how must we identify the item as being within the warranty period? (This concerns us because the this equipment work at geographically dispersed sites, where proof of purchase will not be available.)
(9) W	What circumstances, if any, will void the warranty?
(10)	<pre>Is an extended warranty available?</pre>
If an	extended warranty is available, what is the cost of the extra coverage, and what are its terms?

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page170 of 192

Name of Offeror or Contractor:

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: http://farsite.hill.af.mil/

[End of Provision]

	Regulatory Cite	Title	Date
1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF	JAN/2006
		SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE	
		ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST,	
		DOD 5010.12-L	
2	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
3	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
4	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
5	52.215-1	INSTRUCTIONS TO OFFERORSCOMPETITIVE ACQUISITION	JAN/2004
6	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB/1999
7	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
8	252.225-7032	WAIVER OF UNITED KINGDOM LEVIES - EVALUATION OF OFFERS	APR/2003
9	52.211-1	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL	AUG/1998
		SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART	
		101-29	

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section, Suite 8100 470 East L'Enfant Plaza SW Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

[End of Provision]

10 52.216-1 TYPE OF CONTRACT APR/1984

The Government contemplates award of a $\underline{\texttt{FIRM FIXED-PRICE}}$ contract resulting from this solicitation.

[End of Provision]

11 52.232-18 AVAILABILITY OF FUNDS APR/1984

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

[End of Provision]

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page171 of 192

REPRINT

Name of Offeror or Contractor:

12 52.233-2 SERVICE OF PROTEST

AUG/1996

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

USA TACOM-LCMC
ATTN: AMSTA-AQ (Acquisition Center)
(Protest Coordinator)
Warren, MI 48397-5000

HQ, Army Materiel Command Office of Command Counsel

ATTN: AMCCC-PL

9301 Chapek Road, Rm 2-1SE3401

Ft. Belvoir, VA 22060

Facsimile number (703) 806-8866/806-8875

The AMC-Level protest procedures are found at: www.amc.army.mil/amc/command_counsel/protest/protest.html.

or

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

[End of Provision]

13 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES (TACOM)

OCT/2006

- (a) <u>Policy</u>: A protest to an AMC forum is a <u>protest to the agency</u>, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.
 - (b) Agency Protest: An AMC Protest may be filed with either, but not both:
 - (1) The contracting officer designated in the solicitation for resolution of protests, or,
 - (2) HQ, AMC at the address designated below.
- (c) <u>Election of Forum</u>: After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.
- (d) <u>Protest Decision Authority</u>: The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.
- (e) <u>Time for Filing a Protest</u>: HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.
- (f) Form of Protest: HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.
 - (g) Processing of HQ, AMC-Level Protests:
 - (1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command Office of Command Counsel 9301 Chapek Road, Rm 2-1SE3401 Ft. Belvoir, VA 22060

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page172 of 192

Name of Offeror or Contractor:

Fax #: (703) 806-8866 or (703) 806-8875

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures: http://www.amc.army.mil:8765/cs.html?url=http\$3A//www.amc.army.mil/amc/command_counsel/protestlink.htm&qt=bid+protest&col=hqamc&n=1">http://www.amc.army.mil:8765/cs.html?url=http\$3A//www.amc.army.mil/amc/command_counsel/protestlink.htm&qt=bid+protest&col=hqamc&n=1">http://www.amc.army.mil:8765/cs.html?url=http\$3A//www.amc.army.mil/amc/command_counsel/protestlink.htm&qt=bid+protest&col=hqamc&n=1">http://www.amc.army.mil:8765/cs.html?url=http\$3A//www.amc.army.mil/amc/command_counsel/protestlink.htm&qt=bid+protest&col=hqamc&n=1">http://www.amc.army.mil/amc/command_counsel/protestlink.htm&qt=bid+protest&col=hqamc&n=1">http://www.amc.army.mil/amc/command_counsel/protestlink.htm&qt=bid+protest&col=hqamc&n=1">http://www.amc.army.mil/amc/command_counsel/protestlink.htm&qt=bid+protest&col=hqamc&n=1">http://www.amc.army.mil/amc/command_counsel/protestlink.htm&qt=bid+protest&col=hqamc&n=1">http://www.amc.army.mil/amc/command_counsel/protestlink.htm&qt=bid+protest&col=hqamc&n=1">http://www.amc.army.mil/amc/command_counsel/protestlink.htm&qt=bid+protest&col=hqamc&n=1">http://www.amc.army.mil/amc/command_counsel/protestlink.htm&qt=bid+protest&col=hqamc&n=1">http://www.amc.army.mil/amc/command_counsel/protestlink.htm&qt=bid+protest&col=hqamc&n=1">http://www.amc.army.mil/amc/command_counsel/protestlink.htm&qt=bid+protest&col=hqamc&n=1">http://www.amc.army.mil/amc/command_counsel/protestlink.htm&qt=bid+protest&col=hqamc&n=1">http://www.amc.army.mil/amc/command_counsel/protestlink.htm&qt=bid+protest&col=hqamc&n=1">http://www.amc.army.mil/amc/command_counsel/protestlink.htm&qt=bid+protest&col=hqamc&n=1">http://www.amc.army.mil/amc/command_counsel/protestlink.htm&qt=bid+protest&col=hqamc&n=1">http://www.amc.army.mil/amc/command_counsel/protestlink.htm&qt=bid+protest&col=hqamc&n=1">htt

- (2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.
- (3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.
 - (4) The written decision will be binding on the Army Materiel Command and its contracting activities.
- (5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.
 - (h) Effect of Protest on Award and Performance:
- (1) <u>Protests before award</u>: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).
- (2) <u>Protests after award</u>: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:
 - -- contract performance will be in the best interests of the United States; or
- -- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.
 - (i) Remedies: The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:
 - (1) terminate the contract;
 - (2) re-compete the requirement;
 - (3) issue a new solicitation;
 - (4) refrain from exercising options under the contract;
 - (5) award a contract consistent with statute and regulation;
 - (6) pay appropriate costs as stated in FAR 33.102(b)(2); and
 - $(7) \quad \text{such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect. } \\$

[End of Provision]

14 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL DEC/2004 (TACOM) (NEGOTIATED)

- (a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.
 - (b) Definitions:
 - (1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page173 **of** 192

REPRINT

Name of Offeror or Contractor:

the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

- (2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.
- (3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
 - (4) "Remanufactured" means factory rebuilt to original specifications.
- (5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials
 - (6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.
- (c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.
 - (d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:
- (1) Offerors of other than new material must provide sufficient information from which a determination of acceptability can be made. Contractors who intend to offer other than new material are to fill out the Other Than New Material Worksheet at: http://contracting.tacom.army.mil/acqinfo/OT_NEW_MATERIAL.htm . Form must be completely filled out and is to accompany your offer.
- (e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Provision]

15 52.215-4003 HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES DEC/2002 (TACOM) (NON-US POSTAL SERVICE MAIL)

(a) Handcarried offers shall be addressed to:

US Army Tank-automotive and Armaments Command Acquisition Center Bid Lobby - Building 231, AMSTA-AQ-AMAD East 11 Mile Road Warren, MI. 48397-0001

- (b) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Bid Lobby at the above address.
- (c) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. <u>Each envelope should contain only one offer</u>.
- (d) Handcarried offers must be delivered to the TACOM Receiving Dock in Building 249. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 249. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Bid Lobby address in Building 231.
- (e) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.
 - (f) Packages must be delivered to Building 249 between the hours of 8:00 am and 3:00 pm local time.

[End of Provision]

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page174 of 192

Name of Offeror or Contractor:

16 52.215-4404

DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY

MAY/2002

- (a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.
- (b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

17 52.215-4405 ACCESS TO THE DETROIT ARSENAL; IDENTIFYING CONTRACTOR EMPLOYEES; NON- NOV/2002 DISCLOSURE STATEMENT

- 1. This requirement is only applicable to contractor employees working at, or visiting, Detroit Arsenal. The term "contractor employee" includes employees, agents, or representatives and all employees, agents or representatives of all subcontractors and suppliers.
- 2. (A) Badges/Passes: Contractor employees entering the Detroit Arsenal are responsible for obtaining, and then returning, security identification badges/passes and vehicle registration decals/passes. Badges are valid only for the date spans indicated, by the Government, on each badge application form (STA Form 15 or 4109).
 - (B) Obtaining Badges:

"PICTURE" badges (generally issued to longer term visitors):

Furnish the Requiring Office or Procuring Contracting Officer (PCO) with two (2) copies, fully completed (those sections for each applicant), and signed, of STA Form 15 for each applicant;

"NON-PICTURE" badges (generally issued to shorter term visitors):

Upon arriving at the Detroit Arsenal at the TACOM Public Safety Office, Bldg. 232, complete a STA Form 4109 for the specific short term visit in question.

- (C) Returning Badges (to the TACOM Public Safety Office, Building 232).
 - --Return Non-picture badges upon its expiration date.
- --Return Picture badges within (3) three business days of any of the

following:

The access-expiration date specified on the STA Form 15

If the contract is terminated, the date of termination;

If a visiting contractor employee is released, the date of employee release.

--Failure to comply with the requirements of this paragraph 2C may

be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any other clause or requirements in the contract. Failure to comply may also be taken into account by the Government in evaluating the contractor's past performance on future acquisitions .

- (D) All contractor employees, while on the premises at TACOM Warren, shall continually wear the badge, which shall be visible at all times.
- (E) The identification badge or pass issued to employees of the contractor is for his own use only. Misuse of the badge or pass, such as permitting others to use it will result in criminal charges under Title 18 USC 499 and 701, and barring the employee from the Detroit Arsenal property.
- (F) If the contractor obtains a new or follow-on contract that again requires physical access to the Detroit Arsenal property, he shall obtain new badges for his employees, indicating the new or follow-on contract number. The security policies described in this clause apply to any contractor employee on base in connection with any contract with TACOM-Warren.
- 3. At the discretion of the Detroit Arsenal Commander, any individual known to have a criminal background involving violence may be denied access to the Detroit Arsenal. Fingerprinting of employees and any other procedure deemed necessary for the security of Detroit Arsenal may be required at the discretion of Detroit Arsenal Public Safety Office.
- 4. Any contractor employee attending meetings with Government employees within or outside the Detroit Arsenal boundaries, shall, at the

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 175 of 192

Name of Offeror or Contractor:

beginning of the meeting, announce that he/she is a contractor employee. He/she must state the Contractor's name and address, and state the name of all other companies or persons that (a) currently employ him, or (b) that he currently represents. In addition, for the duration of the meetings, the contractor employee shall wear a second visible badge that displays the contractor's company name.

- 5. If a visiting contractor is working on a classified contract, his/her visit request, with security clearance information, must be approved by the Detroit Arsenal Industrial Security Specialist and be held on file the Detroit Arsenal Intelligence and Security Division. Government employees hosting meetings will verify that the contractor employees security clearance information is on file in the Detroit Arsenal Intelligence and Security Division prior to contractor access to classified information.
- 6. All contractor employees working on the U.S. Army installation, Detroit Arsenal, in the State of Michigan, in connection with this contract, shall conform to all applicable federal or state laws, and published rules and regulations of the Departments of Defense and Army. Also, they must comply with any existing applicable regulations promulgated by Detroit Arsenal. Additionally, all contractor employees working on classified contracts shall comply with the requirements of the National Industrial Security Program (NISPOM) and Army Regulation 380-5, Department of the Army Information Security Program.
- 7. Each contractor employee working at the Detroit Arsenal property under this contract shall sign a Non-disclosure Agreement on their company's letterhead prior to commencing work under the contract or obtaining the badges permitting access to the property. There will be one Non-disclosure Agreement for each employee. The Non-disclosure Agreement shall be in the format indicated below. A copy of the agreement will be made a part of the contract file.

FORMAT FOR

NON-DISCLOSURE AGREEMENT

WHEREAS RECEIPIENT is engaged in delivery support services to Detroit Arsenal under contract; and
WHEREAS, It is the intention of Detroit Arsenal to protect and prevent unauthorized access to and disclosure of
nonpublic information to anyone other than employees of the United States Government who have a need to know; and,
WH
EREAS, Detroit Arsenal acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in
the course of delivering the contract services; and,

WHEREAS, RECIPIENT may be given or other have access to nonpublic information while providing such services; and, WHEREAS, "nonpublic information" includes, but is not limited to such information as:

Proprietary information (e.g., information submitted by a contractor marked as proprietary. However please note: THIS NON-DISCLOSURE STATEMENT IS NOT SUFFICIENT TO ALLOW CONTRACTORS ACCESS TO ANOTHER CONTRACTORS PROPRIETARY INFORMATION. FOR THAT, A SEPARATE CONTRACTOR TO CONTRACTOR AGREEMENT IS REQUIRED.);

Advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies);
Source selection information (SSI) (e.g., bids before made public, source selection plans, and rankings of
proposals)(PLEASE NOTE: THIS AGREEMENT ALONE DOES NOT AUTHORIZE ACCESS TO SSI--ONLY PCO OR SOURCE SELECTION AUTHORITY CAN
AUTHORIZE SUCH ACCESS.);

Trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor);

Attorney work product;

Information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and Other sensitive information that would not be released by Detroit Arsenal under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, when RECIPIENT no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page176 of 192

Name of	Offeror	or	Contractor
---------	---------	----	------------

subject	the RECIPIENT and the	RECIPIENT'S employ	rer to admi	nistrative	civil	or criminal	remedies	as may he	e authorized	hy law
bubjece				•	CIVII	or criminar	remedies	as may so	z ddelioi i zed	Dy iaw.
	PRINTED NAME:									
	TITLE:			_						
	EMPLOYER:									
			[End of	clausel						

18 52.215-4406 AUTOMATED INFORMATION SYSTEM SECURITY REQUIREMENT NOV/2002 (TACOM)

- 1. The Contractor must comply with all Department of the Army Directives, AR 380-19, AMC Suppl 1 to AR 380-19 and Army Material Command (AMC) security directives, Corporate Information Office (CIO) and Directorate Intelligence Security Division, memorandums, and numbered messages. All new systems require accreditation and certification that connect to TACOM computer systems and must be approved by the CIO before connection is accepted. Personnel who require access to Sensitive But Unclassified (SBU) defense information because of their duties in accessing Automation Information System (AIS) equipment or software will be appropriately investigated based on the sensitivity of the Automated Data Processing (ADP) position held. ADP sensitivity designations are ADP-1 for Critical-sensitive, ADP-II for Noncritical-sensitive and ADP III for Non-sensitive. Before contractor employee can obtain access to ADP hardware/software, an investigation must be completed.
- 2. If the contractor needs remote access to TACOM-Warren ADP systems and SBU information will be accessed during the contract, the contractor must use a National Security Agency approved method to encrypt the information if it is sent/received outside this Command. The use of a commercial Internet Service Provider for receipt of government information is prohibited. A Terminal Server Access Controller System (TSACS) Account must be established and used for government email and installed on a government machine.
- 3. The security measures below are consistent with Department of the Army security policies and directives and are required to protect the TACOM-Wide Network (TWNET). The goal is to ensure the confidentiality, integrity, and availability of Department of the Army automation assets and software and to reduce cracker, hacker, and malicious code attacks to the maximum extent possible.
- 4. Contractor personnel, who require access to SBU defense information because of their duties with an automated information system, will be appropriately investigated based on the sensitivity of the ADP position held. ADP sensitivity designations are ADP-I for Critical-sensitive, ADP-II for Noncritical-sensitive and ADP-III for Non-sensitive. Before assumption of duties, an SF85P or SF86 must be completed and sent by your Facility Security Officer (FSO) directly to Defense Security Service (DSS) for each individual requiring access. The contractor is responsible for providing the Electronic Personnel Security Questionnaire (EPSQ) receipt to AMSTA-CM-XSC, datafax (586) 574-6362. A copy of the SF85P or SF86 can be mailed to: Commander, U.S. Army Tank-automotive and Armaments Command, 6501 E. 11 Mile Road, ATTN: AMSTA-CM-XSC, Warren, MI 48397-5000. The Contractor is responsible for submitting their required security investigations to the Defense Investigative Service Clearance Office (DISCO). Upon request, the contractor will provide security investigation data to Directorate, Intelligence Security Division in order that personnel can be incorporated into the TACOM-Warren Security Clearance Roster.
- 5. Contractor personnel assigned to ADP II positions must complete a National Agency Check (NAC) or a National Agency Check with Inquiries (NACI) and a SF 86 and FD 258 (fingerprint card). These documents must be completed before access can be granted to a Department of Army automation network. Each contractor employee must submit a SF86 in the EPSQ format. The EPSQ software can be found at www.dss.mil/epsq/index.htm. Note: Local police departments will normally take fingerprints for a small fee. An alternative is to make an appointment with the nearest DoD facility that has a Security office trained and equipped to take fingerprints.
- 6. Each contractor employee who has access to TACOM computers must read and sign a copy of the Automated Information System Annual Security Briefing which can be obtained from your TACOM-Warren Information Assurance Security Officer (IASO).
- 7. The contractor will be required to submit application forms for network access.
- 8. TACOM is not responsible for any commercial or proprietary information that contractor employees may divulge to competing contractors. It is the contractors responsibility to notify TACOM when their employee(s) with access to the TACOM TWNET terminate employment. It is TACOMs policy to delete the contractor employees TWNET account at the end of their employment with a contractor. However, TACOM is not responsible and has no employment relationship with contractor employees and will not be responsible for the actions of contractor employees who divulge commercial or proprietary information to others.
- 9. A remote connection to TACOMs systems requires an Accreditation and Certification process for each AIS. The accreditation request must be reviewed by the Information Assurance Manager (IAM) and then forwarded to the Designated Approving Authority (DAA) for final approval before connection is accepted.
- 10. In accordance with Department of the Army Directives, AR 380-19, and AMC Suppl 1 to AR 380-19, the contractor must have malicious code protection on the computers that are connected to the TWNET. Malicious code protection must be monitored daily for updates and immediate implementation. TACOM-Warren uses the most current version of Norton Anti-virus software and McAfee Anti-virus software. The contractor must report any malicious code problems or thefts of equipment, software, or code to the TACOM-Warren IASO and IAM.
- 11. The contractor must:
- (1) Secure the computer equipment and information associated with this contract in a locked office or container, and locked building.

 Ensure only personnel designated to work on this contract have access to the computer equipment and information.
 - (3) Ensure that Foreign Nationals do not have access to this equipment and information.
- (4) Identify the physical security measures (i.e. locked office, locked buildings, building alarms etc.) in place to protect the contracts associated equipment and information at the contractor location. A short description and facility diagram shall be included.

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page177 of 192

Name of Offeror or Contractor:

12. Upon completion of the project/contract, the contractor will notify the TACOM-Warren IASO.

[End of Provision]

19 52.215-4502 PARTNERING

MAY/1999

- (a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the Government, the contractor, and it's major subcontractors engage in the Army Materiel Command (AMC) Model Partnering process.
- (b) Participation in the AMC Model Partnering process is entirely voluntary and is based upon a mutual commitment between Government and industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.
- (c) After contract award, the Government and the successful offeror will decide whether or not to engage in the AMC Model Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the AMC Model Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.
- (d) The establishment of a Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.
- (e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering process, as well as the principles and procedures set forth in the AMC Partnering Guide.

(End of provision)

20 52.217-4004 (TACOM) DESTINATIONS FOR OPTION QUANTITIES

FEB/1994

To compute a price for any option quantity, assume you'll be shipping a proportional share of the option quantity to each destination scheduled to receive shipments of the same item under the basic contract. For example, if the basic contract involves one third of the quantity to go to destination X, and two thirds to destination Y, assume those same percentages will apply to any option quantities the Government will exercise.

[End of Provision]

21 52.219-4005 SUBMISSION OF SUBCONTRACTING PLAN (TACOM)

FEB/1999

- (a) Please refer to FAR 52.219-9, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN, which is incorporated by reference in Section I of this solicitation. The clause requires large businesses to submit a subcontracting plan for small and small disadvantaged business concerns. Such plans are not required from offerors that are small businesses.
- (b) TACOM will require a copy of such subcontracting plan. Large businesses may submit a copy of their plans (i) as an attachment to their offer in response to this solicitation; or (ii) after the bid opening/proposal closing date, in response to the Government's telephonic request (in which case the copy must be provided within five workdays of the date of the request). The plan will be submitted to the buyer's e-mail address on the face page of the solicitation.
- (c) As the offeror, you need to mark each page of your subcontracting plan with the solicitation number and date. If this is a negotiated acquisition, we reserve the right to negotiate any and all elements of the proposed plan during negotiation of cost, technical, and/or managerial features of the proposal. We also reserve the right in negotiated acquisitions to discuss the subcontracting plan after receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.
- (d) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (to include Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the bid or proposal's total subcontracting dollars.

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 178 of 192

MAR / 1996

Name of Offeror or Contractor:

22 52.245-4002

ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL

(TACOM) TOOLING

- (a) It is not the intent of the Government to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling as those terms are defined below. The Government shall under no circumstances reimburse the offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to Government option rights to take title to the same except as specified in the DEFAULT, TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT, and/or PROGRESS PAYMENT clauses of this contract.
- (b) As used in this solicitation/contract, FACILITIES means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights in it, buildings, structures, improvements, and plant equipment.
- (c) As used in this solicitation/contract, SPECIAL TEST EQUIPMENT means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in the performance of the contract. Such testing units comprise electrical, electronic, hydraulic, pneumatic, mechanical, or other items or assemblies of equipment, that are mechanically, electrically, or electronically interconnected so as to become a new functional entity, causing the individual item or items to become interdependent and essential in the performance of special purpose testing in the development or production of particular supplies or services. The term SPECIAL TEST EQUIPMENT does not include: (1) material; (2) special tooling; (3) buildings and nonseverable structures (except foundations and similar improvements necessary for the installation of special test equipment); and (4) plant equipment items used for general plant testing purposes.
- (d) As used in this solicitation/contract, SPECIAL TOOLING means all jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, and their replacements, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the development or production of particular supplies or parts of them, or the performance of particular services. The term includes all components of such items, but does not include: (1) material; (2) special test equipment; or (3) buildings, and nonseverable structures (except foundations and similar improvements necessary for the installation of special tooling), general or special machine tools, or similar capital items.

[End of Provision]

23 52.245-4003 USE OF EXISTING GOVERNMENT-OWNED PROPERTY (TACOM)

MAR/1984

- (a) Any offeror desiring to use on a rent-free basis existing facilities, special test equipment and/or special tooling, title to which is in the Government or to which the Government has the right to take title (all of which is herein described as <u>Government-owned property</u> and <u>property</u>), including that desired for use by anticipated subcontractors, in the performance of work under any contract resulting from this solicitation must submit as a part of its response hereto a listing of the facilities, special test equipment, and special tooling to be used. Each listing shall set forth the following for each item of property:
 - (1) description;
 - (2) location;
- (3) identification of the facilities contract or other instrument under which property already in the possession of the offeror is held;
 - (4) identification of the contract item(s) which the property will be used to produce;
- (5) amount of use in months of performance of the resulting contract. (The number of months to be set forth shall be inclusive of the first and last month the listed property is to be utilized, as well as all intervening months such property will be available for use whether it will be actually used or not. Fractional portions of a month shall be counted as a full month. There shall also be set forth the inclusive dates by month and year corresponding to such number of months.);
- (6) amount of rent which would be charged if rent-free use were not permitted, calculated in accordance with the provision of this solicitation entitled EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY. (In accordance with that provision, there shall be set forth the acquisition cost, as therein defined, the rental rate applied, and, where the property will be used concurrently in two or more contracts, the amounts of the respective uses in sufficient detail to support proration of rent and the measurement unit used in such proration. For facilities (except real property and rights therein, buildings, structures, and improvements) there shall also be set forth the applicable Federal Supply Classification Code Number and the age of the item as that term is used in said provision).

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page179 of 192

REPRINT

Name of Offeror or Contractor:

- (b) The offeror must submit with his response hereto the written permission of the Contracting Officer having cognizance of the property in the possession or control of the offeror or his proposed subcontractor for use of that property in performance of any resulting contract without charge. If such Contracting Officer refuses to grant such permission, the offeror shall immediately notify the Procuring Contracting Officer of this Command (Telephone the buyer at the number given on the SF 33 (page 1 of this solicitation)).
- (c) In the event any offeror requesting rent-free use of government-owned property fails to comply with the above requirements, its offer may be rejected as nonresponsive.
- (d) Only Government-owned property identified as required by paragraph (a) of this provision, for which permission required by paragraph (b) of this provision has been obtained, shall be authorized for rent-free use in the performance of any contract resulting from this solicitation. Such property shall only be authorized for rent-free use for the period designated by the offeror in the solicitation. Use of additional property, notwithstanding any option exercised for increased quantities, or use of property for a further period of time, shall not be authorized unless permission for such use is obtained from the Contracting Officer cognizant of the property and either rent calculated in accordance with FAR 45.403 is charged or the contract price is reduced by an equivalent amount. The contract price shall not be reduced nor rent charged if the use of such property is made beyond the period designated in the solicitation, and such use is due to an excusable delay as defined in paragraph (c) of the DEFAULT clause of this contract.
- (e) Each offeror must make the determination that such facilities, special test equipment and/or special tooling requested for use on a rent-free basis are available for use, that sufficient production capacity exists, and that the requested property is suitable and adaptable to offeror's needs. Offeror must assume full responsibility for these determinations without recourse to adjustment of the contract price or contract delivery schedule; provided, however, that if any such property is or becomes accountable under a facilities contract wherein the Contracting Officer cognizant thereof does terminate or limit the contractor's right to use Government-owned property which has been authorized for use in the performance of this contract, the Contractor shall be entitled hereunder to an appropriate equitable adjustment in the contract price or delivery schedule, or both, to the extent the termination or limitation of use causes an increase in the cost of, or time for, performance of the contract.
- (f) The Contractor may be required to enter into and execute a separate facilities contract governing the use, responsibility, and accountability for Government property it selects and is authorized to use in connection with the performance of any contract resulting from this solicitation. The facilities contract will contain provisions conforming with current applicable regulations and the terms and conditions of this solicitation.
 - (g) Existing Government-owned facilities will not be moved into plants of contractors for use in the performance of this contract.
- (h) Any authorized rent-free use of property shall be subject to the evaluation factors set forth in the provision of this solicitation entitled EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY.
- (i) Rent-free use of property is not authorized for performance on Foreign Military Sales (FMS) cases. The offeror's price for FMS items shall include the appropriate rental charge.

[End of Provision]

- 24.1 The offeror shall submit one hard copy and one electronic CD-ROM version of their proposal concurrently as specified in paragraphs 24.1.1 through 24.1.3 below. All proposal information must be in the English language. The written portion of the proposal shall include a volume for each of the evaluation, and a volume for the following information:
- a. One copy of SF 1449 signed by a person authorized to sign bids, quotations or proposals on behalf of the offeror.
- b. One copy of this solicitation (Sections A-K) with all fill-ins completed.
- c. Small/Small Disadvantaged Business Subcontracting Plan. This does not apply to U.S. Small Business firms.
- 24.1.1 Proposal Delivery Procedures (Paper and Electronic).
- a. Mailed Or Commercial Delivery Of Proposals. Mailed or commercially delivered ("delivery") hardcopy paper and over-packed electronic version (paragraph 24.1.2) proposals will be required to go through a screening process prior to delivery at the TACOM Bid Lobby Depository. Upon arrival at the Main Gate (11 Mile Road entrance), the TACOM security police will issue instructions and directions to Building 249 receiving dock. Once at the receiving dock your delivery service must request that the receipt be date/time stamped. The receiving dock employees do not normally date/time stamp as a part of their normal business activity. The date/time receipt will be the official time of delivery of your proposal per FAR 52.212-1 "Instructions to Offerors - Competitive Acquisitions."
- b. Hand Carried Proposals. Offerors that are going to hand carry their proposals directly to TACOM shall contact the buyer Jackie Krayenhagen (586) 574-7483 or, if the buyer is unavailable, Tod Miller (586) 574-6802 upon their arrival. They will be processed through security (only U.S. citizens are allowed on base) and accompanied by the buyer or TACOM representative to the location where the documents will be maintained. Upon receipt of the proposal, the buyer or TACOM representative will give a date/time stamped receipt. The Offeror is required to exit the base immediately after dropping off their proposal and receiving the receipt.

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 180 of 192 REPRINT

Name of Offeror or Contractor:

24.1.2 Electronic Proposal: Identical electronic (CD-ROM) versions of your paper proposal shall be submitted for Volumes 1-6. Each Volume, including Attachments, shall be submitted in separate CD ROMs to facilitate Government review, and shall be readable on an IBM PC or compatible system running Microsoft Windows XP 2002. File format must be compatible with Microsoft Word 2002. For the Price Factor Volume, spreadsheets shall be in Excel or Excel readable format. The electronic version of the Request for Proposal (RFP) must be over-packed with the paper version.

24.1.3 Hardcopy Proposal: Font size must be no smaller than 10 point with margins no less than 1 inch (top, bottom, left, and right) excluding headers, footers, and page numbers. Use standard 8.5 X 11 sized paper except single foldout pages up to 17 X 11 may be used. Number each page and provide an index with each volume. The complete set of volumes will be accompanied by a cover letter (letter of transmittal) prepared on the Companys letterhead. Each of the volumes must be in separate binders labeled as shown below with full pagination. The RFP shall be sent to the Bid Room, clearly labeled and in a separate binder as follows:

Volume 1 Logistics

Volume 2 - Technical Performance/Operating Load Capacity

Volume 3 - Logistics Past Performance

Volume 4 - Price

Volume 5 - Small Business Participation

Volume 6 - SF 1449, RFP Sections A - K

24.1.4 Notwithstanding the information contained on the TACOM Procurement Network Website concerning electronic proposal submission, we will not accept e-mail or datafax offers.

24.1.5 In the event of a conflict between the electronic and hardcopy proposals, the hardcopy proposal will take precedence.

24.1.6 Proposal Submission Guidance. The offeror's proposal/offer, as required by this section, will be evaluated as set forth in Section M of this solicitation. In addition to the general requirements of the solicitation provision FAR 52.212.1, your proposal submitted in response to this solicitation must contain all pertinent representations, certifications, and the additional information required for evaluation of the proposal.

25 FACTOR 1 VOLUME 1: LOGISTICS:

There are three sub-factors within the Logistics Factor: Technical Service and Parts Supportability, DATM Development and Diagnostics.

25.1 Sub-factor 1: Technical Service and Parts Supportability

25.1.1 Technical Service Describe your global part and technical service support system for your customers for the locations listed below, specifically differentiating the extent that the system currently exists versus proposed/planned. Include the following: density of identical/similar equipment supported in each area, extent to which parts for the offered Skid Steer Loaders (SSLs) are currently being stocked/provided in each location, method for receiving orders from customers for parts and technical service support, method for providing parts and technical service support to the customers, payment methods, and established timeframes for fulfilling requisitions using the Military Standard Requisition and Issue Procedures (MILSTRIP) Issue Priority Group (IPG) delivery requirements.

CONUS*:

Ft. Lewis, WA

Ft. Hood, TX

Ft. Stewart, GA

Ft. Leonardwood, MO

Ft. Polk, LA

OCONUS*:

Afgahanistan

Kuwait

Pillippines Bosnia

Columbia

Iraq

Hawaii

25.1.2. Parts Supportability If your global parts and technical service support system includes a dealership network, provide a list of

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 181 of 192

REPRINT

Name of Offeror or Contractor:

the location of dealers, warehouses and distribution centers available for spare parts support for the locations listed above specifically differentiating the extent that the system currently exists versus proposed/planned. Explain how your existing or proposed service network provides technical support for your global customers. Describe what qualifies a dealership (including the individual technical service representatives) to service your equipment. Provide a listing of your dealerships that have Original Equipment Manufacturer (OEM), SSL certified personnel and the extent that these personnel are currently providing support or are trained and capable of providing support to the proposed SSL in the locations identified in paragraph 25.1.1 above.

25.2 Sub-factor 2: Department of the Army Technical Manuals (DATM)

Describe in detail the schedule of events you will employ to develop the publications data and information required under this contract specified in Scope of Work, Section C.6.\~ Begin with the contract award and continue through completion of the final publications deliverable. Address all paragraph items listed in Scope of Work, Section C.6. Explain the actions necessary to get to the various events and to develop the products required under this contract. Explain relationships between processes that impact one another. Include your process to update the publications data due to changes in the equipment and provisioning data.

- 25.3 Sub-factor 3: Diagnostics. Describe what diagnostic features are offered with your proposed systems (See Section M), including identifying all mission essential fault conditions that are measured. Describe the current diagnostic and fault isolation capabilities to facilitate the ease of serviceability and maintenance on the models you are offering. Describe in detail the method(s) of diagnosing malfunctions using any combination of the following: embedded diagnostics, automated diagnostics using external test equipment or manual diagnostics using external test equipment.
- 25.3.1. Any diagnostics features submitted for evaluation including software must be included in the vehicle unit price and will be a requirement in any subsequent contract award.
- 26. FACTOR 2 VOLUME 2 TECHNICAL PERFORMANCE/Type III Operating Capacity
- 26.1 The Technical proposal shall consist of a written proposal labeled Technical Performance Volume 2, and subdivided into two parts. Part I shall address the Skid Steer Load (SSL) Type III operating load with a general bucket and a combination bucket. Part II shall address the SSL Type III Forklift attachment.
- a. You shall provide a detailed engineering analysis of the operating capacity of your offered Type III SSL when fitted with a general purpose bucket as identified in PD paragraph 3.10.1. The analysis shall identify the tipping load, measurements for distances used in the calculations, weight of bucket used, and center of gravity of the vehicle at a minimum. You shall then provide a detailed engineering analysis of the lifting capacity of the Type III SSL when fitted with your offered combination bucket which meets the requirements of PD paragraph 3.12 a. The information in the analysis of the combination bucket shall include the same type of data provided for the general purpose bucket.
- b. You shall provide a detailed engineering analysis of the operating capacity of your offered Type III SSL when fitted with your offered forklift attachment. The analysis shall identify all weights and measures used in the calculation of the capacity.

Results from actual testing can be provided in lieu of the analysis if it is in the form of a test report containing the actual data, calculations, and approved by a State registered Professional Engineer (PE).

- 27. FACTOR 3 VOLUME 3: LOGISTICS PAST PERFORMANCE
 - a. The offeror is required to provide the following under this factor:
- 1. Briefly describe your logistics proposed performance (i.e. work the prime will perform; work any logistic subcontractor(s) will perform). State if, as a prime, you have an established working relationship with your proposed logistics subcontractor for this contract.
- 2. For prior logistics contracts which are considered recent and relevant to the logistic portion of Section C, Statement of Work, include in Volume 3. the information specified in paragraphs 27.a through 27.e below.
- 3. Additionally, for each contract identified under paragraph 27.a.1. above, issue a past performance questionnaire in accordance with the instructions in paragraph h. below. The Offeror shall take note of the instructions in paragraph h. requesting early submission of certain Past Performance information.
- 4. Recent/Relevant Contract Information: The offeror shall identify and submit no more than 7 of the most recent/relevant Contracts for each of the Prime and each (if any) significant subcontractors. Relevant contracts are those which are similar in scope to the requirements of this solicitation in Scope of Work, Section C.6 of the RFP. Recent contracts are those with any relevant performance taking place within three years previous to the date that this solicitation was issued. Offerors should focus on the following specific efforts and their similarity to the requirements of this solicitation:

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 182 of 192

Name of Offeror or Contractor:

- (i) Development of MIL-STD-40051 Department of Army Technical Manual (DATM) Operators manual
- (ii) Development of CCSS Repair Parts and Special Tools (RPSTL) TMs
- (iii) Development of Provisioning Data
- (iv) Development of New Equipment Training Materials
- (v) Development of Maintenance Analysis
- (vi) Development of Packaging Data

For each of your recent/relevant past contracts, provide the following information:

- (a) Contract Number
- (b) Contract type
- (c) Award Price/Cost
- (d) Original delivery schedule
- (e) Final, or projected final delivery schedule
- (f) For other than firm fixed price contracts, the estimated or target cost and the actual cost
- (g) Your (or your logistic subcontractors) CCR, CAGE and DUNS numbers
- (h) Government contracting activity address, telephone number, and e-mail
- (i) Procuring Contracting Officer's (PCO's), name, telephone number and e-mail
- (j) Government contracting activity technical representative, or COR, telephone number and e-mail or if known, the government point of contact for the logistics deliverables.
 - (k) Government contracting activity, and the name, telephone number and e-mail of the Administrative Contracting Officer
- (1) Description of scope of work requirements and a discussion of similarities between the contract scope and the scope of this solicitation
- (m) For the listed contracts, your self-assessment must address the technical quality of the effort provided; timeliness of performance; cost control; and customer satisfaction. Identify any quality awards or recognition received. Include an explanation for any cost growth, schedule delays or failure to meet technical requirements, and any corrective actions, measures, or procedures taken to avoid such problems in the future.
- b. Cancellations and Terminations: Identify any recent contracts, which have been terminated or that are in the process of being terminated, or cancelled for any reason, in whole or in part (regardless of whether its requirements were/are similar to this solicitation). Include prime contracts, contracts under which you were a subcontractor and any of your logistics subcontractors contracts. Provide the information requested in 27.1.a above for any of these contracts. If there were no cancellations or terminations, state that.
- c. Corporate Entities: If any contract listed above was performed by a corporate entity or division other than the corporate entity or division that would perform work under this RFP, please identify them and indicate to what extent those entities will perform this effort. If they have relocated or changed ownership since performance of the listed efforts, please describe any changes in terms of personnel, facilities, or equipment, from those expected to perform this effort.

The offeror shall also provide the above requested information for any proposed logistic subcontractor who will perform a significant portion of the effort. Offerors must also describe in detail the work each subcontractor will perform. Offerors shall include in their proposal the written consent of their proposed significant subcontractors to allow the Government to discuss the subcontractor's past performance during negotiations.

- d. Key Personnel: If you have limited or no recent or relevant past performance, but have key personnel who will be playing a significant role in this effort who do have relevant experience, we may consider this experience in our evaluation of performance risk. In order for us to consider such experience, please identify these personnel and describe their relevant roles and responsibilities for their previous employer, and their roles and responsibilities as planned for the current requirement. Also, provide similar information to that identified above for those contracts that these key personnel were involved in with those previous employers.
- e. Predecessor Companies: If you, or your logistic subcontractor, only has relevant and recent performance history as a part of a predecessor company, we may consider that past performance in our evaluation of performance risk. Please provide the information for those recent, relevant contracts of that predecessor company. Offerors must also document the history of the evolution from the predecessor company.
- f. Contacting References: Offerors are advised that the Government may contact any of the references that the offeror provides and third parties for performance information, and that the Government reserves the right to use any information received as part of its evaluation. Offerors shall include in their proposal the written consent of their proposed subcontractors to allow the Government to discuss the subcontractor's past performance during negotiations.

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 183 of 192

Name of Offeror or Contractor:

g. Thorough and Complete Information: The Government does not assume the duty to search for data to cure problems we find in proposals. The burden of providing thorough and complete past performance information remains with you. We may assign a "higher risk" rating to your proposal, or reject your proposal if we do not receive the information requested.

h. Questionnaires: A past performance questionnaire is provided at Attachment 019 For the contracts described in paragraph 27, the Offeror shall send a copy of the past performance questionnaire directly to the federal, state or local government agency which had past performance working with them on similar/relevant requirements. Immediately upon receipt of the solicitation and based on identification of your most recent and relevant customers, the Offeror shall send the questionnaire to the appropriate Contracting Officer's Representative (COR) and Procuring Contracting Officer (PCO), or other appropriate technical and contracting individuals. The Offeror shall request that these individuals complete the questionnaire and forward it electronically directly to the Government at jackie.krayenhagen@us.army.mil no later than five days before the solicitation closing date (See Block 9 of the Standard Form 1449 of the cover page to this solicitation) In addition, the offeror is requested to prepare and submit to the Contract Specialist within twenty two calendar days of posting of the final RFP, a list of the references to which the past performance questionnaire was sent. The reference list must be sent to the contract specialist via email at *HYPERLINK "mailto:jackie.krayenhagen@us.army.mil" jackie.krayenhagen@us.army.mil and shall contain the following information prepared in the following format:

- (1) Contract Number / Delivery Order
- (2) Contract / Delivery Order Type
- (3) Program Title
- (4) P / S (Enter "P" if performed as a prime contractor or "S" if performed as a subcontractor)
- (5) Customer point-of-contact with telephone number and e-mail address
- (6) Date questionnaire was sent to the customer
- 28 FACTOR 4 VOLUME 4: PRICE
- 28.1 The Price volume shall be provided in both hardcopy and electronic (on CD-ROM) formats, to expedite Government review of the proposals. Provide any supporting narrative in Microsoft Word format. All files should be read-only.
- 28.2 The offeror shall provide all proposed prices in solicitation Attachment 02 (Proposed Prices and Total Evaluated Price), and include that in the Price Volume. That spreadsheet includes all CLINs in Section B. Do not enter the prices in Section B of the solicitation. When the offeror electronically enters all proposed prices in Attachment 02, using Microsoft Excel, the total evaluated price is automatically calculated (and shown) in that electronic file. With its offer, the offeror shall include the completed electronic version of Attachment 02 in Microsoft Excel, with all the original formulas still embedded in the file. The Price volume shall also include all information indicated below. All amounts in Attachment 02 and in the Price Volume shall be in U.S. dollars.
- 28.2.1 Exchange Rate Information Price and all elements of cost are to be stated in United States (U.S.) dollars only, for both the prime contractor and any potential subcontractors. The Offeror shall state the exchange rate (if applicable) being used to convert any currency to U.S. dollars.
- 28.2.2 First Article Test (FAT) for SSL Vehicles: The Offeror shall break down the proposed unit price for each FAT CLIN into the following dollar amounts:
 - Base Production Price per vehicle
 - Price for nonrecurring engineering costs
 - Price for FAT and FAT report
 - Price for contractor support of government testing
 - Price for vehicle refurbishment
 - Price for shipping vehicle to test site and return shipping
 - Other (list/identify by name and amount)
 - Total unit price (sum of the above)

28.2.3 Supporting Data for SSL Vehicles

Regarding the price for the base commercial vehicles, provide a copy of the current published catalog price or published price list (if any) that is available to your commercial customers or provided to your dealers and distributors. Also identify (as a percentage) and explain any discounts included in your offered prices for these CLINs.

For the prices for Government-unique requirements (military modifications) that the offeror has included within the production prices, break down the unit price for each Government-unique requirement in the first ordering year.

- 28.2.4 Supporting Data for Basic Issue Items: Provide a listing of the Basic Issue Items, their unit prices, number of units and total price.
- 28.2.5 Supporting Data for the Initial Service Package: Provide a list the items in the ISP, including the nomenclature, part number and NSN, if available.

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 184 of 192 REPRINT

Name of Offeror or Contractor:

- 28.2.6 Supporting Data for the Attachments: Provide a copy of the current published catalog price or published price list (if any) that is available to your commercial customers or provided to your dealers and distributors. Also identify (as a percentage) and explain any discounts included in your offered prices for these CLINs.
- 28.2.7 Supporting Data for Components Of End Items (COEI): Provide a list of the COEI, by NSN.
- 28.2.8 Supporting Data for Vehicle Hand Off: Provide Labor Hours and Labor Rate.
- 28.2.9 Supporting Data for Special Equipment, Tools and Test Equipment (STTE):
 In accordance with the Paragraph C.6.3.3 of the Scope Of Work, provide the list to include Nomenclature, Cage Code, National Stock
- 29 FACTOR 5 VOLUME 5 Small Business Participation:

Number (NSN), if assigned, Part Number, and price for each item.

29.1 Small Business Participation

This provision applies to every offeror, regardless of size status or location of its facility or headquarters.

- a. All offerors, including offerors who are themselves U.S. small business concerns based on the North American Industry Classification System (NAICS) code assigned to this requirement, are to identify the extent to which U.S. small business concerns will be used as first-tier subcontractors in the performance of the proposed contract. U.S. small business concerns are defined 1) in FAR 19.001 and 2) by the criteria and size standards in FAR 19.102 for the applicable NAICS code. U.S. small business concerns include small businesses (SBs), small disadvantaged businesses (SDBs), HUBZone small businesses (HUBZone SBs), woman-owned small businesses (WOSBs), veteran-owned small businesses (VOSBs), service-disabled veteran-owned small businesses (SDVOSBs) and historically black colleges/universities and minority institutions (HBCU/MIs).
- b. If the prime offeror is itself a U.S. small business concern (to include any U.S. small business concerns who are proposing as part of a joint venture or teaming arrangement), the offerors own participation as an SB, SDB, WOSB, VOSB, SDVOSB, HUBZone SB, or HBCU/MI will also be considered small business participation for the purpose of this evaluation. In this event, the extent the prime offeror participation as a U.S. small business concern shall be detailed by the prime offeror in the same manner as subcontracts to first tier U.S. small business concerns, as described below.
- c. All prime offerors shall address anticipated U.S. small business concern participation and subcontracting based on the offeror receiving a 10 year contract (five years plus five one year options) in the estimated quantities specified in Section entitled "Instructions, Conditions, and Notices to Offerors", Price Area. The offeror shall provide information for small business participation and subcontracting in a table format substantially in accordance with the following example for the base year and each out year:

EXAMPLE:

BASE YEAR

Business Category Dollar Amount Percentage of SB Participation Total Subcontracting (LB + SB)

(all SubKs)*	\$43M	1	L00%
(all bubbs)	S I SIN	±	.000

SB	\$10M	23.3%	(\$10M of \$43M)
SDB	\$2.15M	5.0%	(\$2.15M of \$43M)
WOSB	\$2.36M	5.5%	(\$2.36M of \$43M)
VOSB	\$.3M	0.7%	(0.3M of \$43M)
SDV/OSB	\$0.1M	0.2%	(0.1M of 43M)
HUBZone SB	1.0M	2.3%	(1.0M of \$43M)
HBCU/MI	.15M	0.4%	(0.15M of \$43M)

^{*}Includes 1st tier subcontractors only; Interdivisional transfers are considered subcontracts; includes prime offeror participation if the prime is a U.S. small business concern.

For offerors who are other than U.S. small business concerns and who must submit Small Business Subcontracting Plans in accordance with 52.219-9 with this solicitation, the Small Business Subcontracting Plan shall be consistent with the offerors information provided in response to this paragraph.

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 185 of 192 REPRINT

Name of Offeror or Contractor:

d. All offerors, regardless of size, shall provide the names of the U.S. small business concerns (including the prime offeror if a small business concern) who would participate in the proposed contract; the small business classification of each U.S. small business concern (that is, SB, SDB, WOSB, VOSB, SDVOSB, HUBZone SB, and /or HBCU/MI), a short description of the specific services, product or component to be provided or produced by each U.S. small business concern, a description of the complexity of the service, product or component, and the estimated total dollars for each service, product or component. This data shall be provided in a table format substantially in accordance with the following example for the base year and for each out year:

BASE	YEAR
BASE	1 LAK

Name of Small Business	Small Business	Description of Service, Product	Total Dollars
Classification(s)	or Component		
ABC Co.	SB	Wire	\$0.5M
В			
ABC Co.	SB	Plating	\$0.75M
В			
EFG Inc (PRIME)	SB, WOSB, VOSB	Circut Cards	\$1.2M
B, WOSB, VOSB			

e. As defined below, offerors shall also provide the following:

(1) All offerors who ARE NOT either (1) a U.S. small business concern, as defined by the NAICS code applicable to this solicitation, or (2) a firm who has previously performed a contract containing FAR 52.219-9, are to provide a description of their prior performance in complying with the requirements of FAR 52.219-9 and FAR 52.219-8. The documentation may include demonstration of accomplishment of the goals established under Subcontracting Plans of prior contracts containing FAR 52.219-9. Offerors who have had contracts containing FAR 52.219-9 must provide copies of DD Forms 294 and DD Forms 295. This data shall include contracts performed over the last three [3] calendar years. Offerors that have never held a contract incorporating FAR 52.219-9, shall so state, and shall provide other documentation, as required in paragraph (2) below, demonstrating compliance with FAR 52.219-8.

(2) All offerors who ARE either (1) a U.S. small business concern, as defined by the NAICS code applicable to this solicitation, or (2) a firm who has not previously performed a contract containing FAR 52.219-9, shall substantiate their prior performance in meeting the requirement of FAR 52.219-8. Substantiation may include providing (1) a description of the offerors performance over the past three [3] calendar years in complying with the requirements of FAR 52.219-8; (2) a description and available documentation of any methods or techniques used to promote small business participation; (3) any listings of U.S. small business concerns who are subcontracting candidates; (4) internal procedures used to monitor small business participation during contract performance; and/or (5) any other information substantiating that the offeror will satisfy the requirements of FAR 52.219-8. If the offeror has not performed a contract over the past three [3] years which included FAR 52.219-8, the offeror shall so state, but shall provide substantiation as required by this paragraph, if any, demonstrating prior performance in subcontracting to U.S. small business concerns.

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 186 of 192

REPRINT

Name	of Offer	or or C	ontractor:

EVALUATION	FACTORS	FOR	ZWZRI

Regulatory Cite	Title	Date
52.247-51	EVALUATION OF EXPORT OFFERS	JAN/2001

- (a) Port handling and ocean charges -- other than DoD water terminals. Port handling and ocean charges and tariffs on file with the Bureau of Domestic Regulation, Federal Maritime Commission, or other appropriate regulatory authorities as of the date of bid opening (or the closing date specified for receipt of offers) and which will be effective for the date of the expected initial shipment will be used in the evaluation of offers.
 - (b) F.O.B. origin, transportation under Government bill of lading.
- (1) Offers shall be evaluated and awards made on the basis of the lowest laid down cost to the Government at the overseas port of discharge, via methods and ports compatible with required delivery dates and conditions affecting transportation known at the time of evaluation. Included in this evaluation, in addition to the f.o.b. origin price of the item, shall be the inland transportation costs from the point of origin in the United States to the port of loading, port handling charges at the port of loading, and ocean shipping costs from the United States port of loading (see paragraph (d) of this clause) to the overseas port of discharge. The Government may designate the mode of routing of shipment and may load from other than those ports specified for evaluation purposes.
- (2) Offers shall be evaluated on the basis of shipment through one of the ports set forth in paragraph (d) below to the overseas port of discharge. Evaluation shall be made on the basis of shipment through the port that will result in the lowest cost to the Government.
- (3) Ports of loading shall be considered as destinations within the meaning of the term F.O.B. DESTINATION as that term is used in the F.O.B. ORIGIN clause of this contract.
 - (c) F.O.B. port of loading with inspection and acceptance at origin.
- (1) Offers shall be evaluated on the basis of the lowest laid down cost to the Government at the overseas port of discharge via methods compatible with required delivery dates and conditions affecting transportation known at the time of evaluation. Included in this evaluation, in addition to the price to the United States port of loading (see paragraph (c)(2) of this clause), shall be the port handling charges at the port of loading and ocean shipping cost from the port of loading and the ocean shipping cost from the port of loading (see paragraph (d) below) to the overseas port of discharge.
- (2) Unless offers are applicable only to F.O.B. origin delivery under Government bills of lading (see paragraph (b) above), offerors shall designate below at least one of the ports of loading listed in paragraph (d) of this clause as their place of delivery. Failure to designate at least one of the ports as the point to which delivery will be made by the Contractor may render the offer nonresponsive.

PLACE	OF	DELIVERY	: .													
[Offer	ore	incert	a+	1020+	one	٥f	+ho	norte	lieted	in	naragranh	(6)	of	thic	cl 21100	

- (d) Ports of Loading for evaluation of offers. Terminals to be used by the Government in evaluating offers are as follows: (For the information of the offerors, ocean and port handling charges are set forth if the terminal named is a DOD water terminal.) For shipments to Europe or Southwest Asia, the port is Charleston, SC, for evaluation purposes. For shipments from the West coast (e.g., to Korea), the port is Concord, CA for evaluation purposes. Ocean and Port Handling charges for evaluation purposes are determined using data found at http://www.sddc.army.mil/public/Global+Cargo+Distribution/
- (e) Ports of loading nominated by offeror. The ports of loading named in paragraph (d) of this clause are considered by the Government to be appropriate for this solicitation due to their compatibility with methods and facilities required to handle the cargo and types of vessels and to meet the required overseas delivery dates. Notwithstanding the foregoing, offerors may nominate additional ports of loading that the offeror considers to be more favorable to the Government. The Government may disregard such nominated ports if, after considering the quantity and nature of the supplies concerned, the requisite cargo handling capability, the available sailings on U.S.-flag vessels, and other pertinent transportation factors, it determines that use of the nominated ports is not compatible with the required overseas delivery date. United States Great Lakes ports of loading may be considered in the evaluation of offers only for those items scheduled in this provision for delivery during the ice-free or navigable period as proclaimed by the authorities of the St. Lawrence Seaway (normal period is between April 15 and November 30 annually). All ports named, including those nominated by offerors and determined to be eligible as provided in this provision, shall be considered in evaluating all offers received in order to establish the lowest laid down cost to the Government at the overseas port of discharge. All determinations shall be based on availability of ocean services by U.S.-flag vessels only. Additional U.S. port(s) of loading nominated by offeror, if any:

⁽f) Price basis. Offeror shall indicate whether prices are based on --

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 187 of 192

REPRINT

Name of Offeror or Contractor:

- * Paragraph (b), f.o.b. origin, transportation by GBL to port listed in paragraph (d);
- * Paragraph (c), f.o.b. destination (i.e., a port listed in paragraph (d));
- * Paragraph (e), f.o.b. origin, transportation by GBL to port nominated in paragraph (e); and/or
- * Paragraph (e), f.o.b. destination (i.e., a port nominated in paragraph (e)).

[End of Provision]

EVALUATION OF OPTIONS 52 217-5

JUL/1990

- (a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).
- (b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

[End of Provision]

52.209-4011 CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD (TACOM)

JAN/2001

- (a) We'll award a contract to the offeror that:
 - (1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation, and
 - (2) submits a bid or proposal that meets all the material requirements of this solicitation, and
 - (3) meets all the responsibility criteria at FAR 9.104.
- (b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:
 - (1) arrange a visit to your plant and perform a preaward survey;
 - (2) ask you to provide financial, technical, production, or managerial background information.
- (c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.
- (d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

[End of Provision]

- 52.245-4001 EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY MAR/1985 (TACOM)
- (a) Rent-free use of existing facilities, special test equipment, and/or special tooling, title to which is in the Government or to which the Government has the right to take title (all of which is herein described as property), including rent-free use by prospective subcontractors, will be a consideration in the evaluation of responses to this solicitation. For purposes of evaluation only, the unit evaluation factors for each classification of property, computed as follows, shall be added by the Government to the price or prices offered. The evaluation factors shall be computed by multiplying the acquisition cost of each item of property by the rental rates specified below, and then multiplying the product obtained by the number of months of use proposed. A minimum of one month of use shall be required for purposes of evaluation. Fractional portions of a month shall be counted as a full month. This final product shall then be divided by the total quantity of units to be produced using such property to determine the unit evaluation factors. The factors shall be separately set forth by the offeror under the offered unit prices.

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 188 of 192

REPRINT

Name of Offeror or Contractor:

- (1) For land and land preparation, buildings, building installations, and land installations other than those items specified in (2) below: the prevailing commercial rate.
- (2) For industrial plant equipment of the types covered by Federal Supply Classification Code Numbers 3405, 3408, 3410, 3411 through 3419 (machine tools), and 3441 through 3449 (secondary metalforming and cutting machines), the following rates shall apply:

Age o	of Equipment	Monthly Rental Rates
	0-2 years	3.00%
Over	2 to 3 years	2.00%
Over	3 to 6 years	1.50%
Over	6 to 10 years	1.00%
Over	10 years	0.75%

- (3) For personal property and equipment not covered in (1) and (2) above (including all production equipment not in the Federal Supply Classification Codes set forth above, and including special tooling and special test equipment), the following rates shall apply:
 - -- Two percent (2.00%) per month for electronic test equipment and automotive equipment;
 - -- One percent (1.00%) per month for special tooling and for all other property and equipment.
- (b) If any item of property is to be used on other work for which use has been authorized during the period such property is requested for use on any contract resulting from this solicitation, the evaluation factors shall be calculated in accordance with the following: the acquisition cost of each item of property shall be multiplied by the rental rates specified for the applicable classification of property set forth above, and the product obtained shall then be multiplied by the number of months of rent-free use requested. The resulting product shall be multiplied by a fraction, the numerator of which is the amount of use of the property proposed under this solicitation, and the denominator of which is the sum of the previously-authorized use of the property during the period of proposed use and the use proposed under this solicitation. The final product shall then be divided by the total quantity of units to determine the unit evaluation factor. The measurement unit for determining the amount of use to be considered in establishing the fraction referred to in the foregoing calculation shall be direct labor hours, sales, hours of use, or any other measurement unit which will result in an equitable apportionment of the factor. The measurement unit used and the amount of respective uses in sufficient detail to support the proration shall be set forth for each item of property.
 - (c) For the purposes of determining the evaluation factors set forth above, the following definitions apply:
- (1) The term <u>acquisition cost</u> means the total cost to the Government for an item of property, including the cost of (i) transportation, (ii) installation, (iii) accessories to be used with the item, and (iv) any rebuilding and modernization which has enhanced the original capability of the item;
- (2) The age of an item of property shall be based on the year in which it was manufactured, with an annual birthday on 1 January of each year thereafter. On 1 January following the date of manufacture, the item shall be considered one year old; and on each succeeding January 1st, it shall become one year older (thus, an item manufactured on 15 July 1978 would be one year old on 1 January 1979, and over two years old on and after 1 January 1980).
- (d) Where this solicitation provides that the property is offered for use on an <u>as-is</u> basis, F.O.B. loading dock at present location, the Government shall add to the offered price, in addition to the evaluation factors described above, a factor, for purposes of evaluation, which will be composed of the costs to the Government of making such property available at the F.O.B. point, including the costs of disconnection, preparation for shipment, and placement on the loading dock.

[End of Provision]

6 BASIS OF AWARD

- a. Selection of Successful Offeror. The government plans to award one firm fixed price, five year requirements contract with five option years with an Economic Price Adjustment Based on Established Prices (see FAR 16.203-1(a)(1)) for years 6 through 10 for vehicle production and related services and data as a result of this solicitation. The objective of the SSL Program is to acquire a Type II and Type III Skid Steer Loader (SSL) that provides the Best Value to the government when evaluated in accordance with the criteria described below. The Best Value process is a process to select the most advantageous proposal that provides the greatest overall benefit in response to the requirement.
- b. Evaluation. The Government will weigh the merits in Logistics, Technical Performance/Operating Load Capacity, Logistics Past Performance and Small Business factors against the evaluated price to the Government to determine which proposal, in its judgment, represents the best value. As part of the trade-off determination of best value, the relative strengths, weaknesses, and risks of each

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 189 of 192

Name of Offeror or Contractor:

proposal will be considered.

- c. Proposals found acceptable will be evaluated using a trade off process to determine which proposal provides the best value considering the five factors: Logistics, Technical Performance/Operating Load Capacity, Logistics Past Performance, Price and Small Business Participation.
- d. Rejection of offers. The government may reject any proposal which fails to meaningfully respond to the Proposed Preparation Instructions specified in Section entitled "Instructions, Conditions, and Notices to Offerors" of the solicitation. Reasons for rejection include:
- 1. A proposal that omits significant material data and information required in Section entitled "Instructions, Conditions, and Notices to Offerors" of the solicitation.
- 2. A proposal that reflects an inherent lack of technical competence, or indicates a failure to comprehend the complexity and risks involved.
- e. Risk Assessment. The government will assess the capability of each offeror in five factors: Logistics, Technical, Logistics Past Performance, Price, and Small Business. (See paragraph 7.1 below.) The government will assess the risk of successful performance. For the purpose of evaluation of proposals in response to this RFP, proposals shall be evaluated in terms of both proposal risk and performance risk as follows:
- i. Proposal Risks. Proposal Risks are those risks associated with an offerors proposed approach in providing goods and services in accordance with the terms and conditions of the contract. Terms and conditions include, for example, the performance, quality, and timeliness requirements of the contract. The government will consider the following, and may take into account, other relevant considerations, when it assesses risk: (i) the feasibility and probability of the approach meeting specific requirements of the solicitation, (ii) the adequacy, precision, and clarity of the analysis techniques, including rationale, and (iii) the general quality of the proposal, including, for example, understanding of the requirement, completeness and thoroughness of the proposal. Proposal Risk is assessed by the Source Selection Evaluation Board (SSEB) and is integrated into the rating of the Logistics Factor, Technical Factor, Price Factor, Small Business Participation Factor.
- j. Performance Risks. Performance Risks are those risks associated with the probability that an offeror will successfully perform the solicitation requirements as indicated by that offerors record of past and current performance. The SSEB will assess performance risk in the Logistics Past Performance Factor and the Small Business Participation Factor.
- 7 SOURCE SELECTION CRITERIA AND THEIR RELATIVE IMPORTANCE.
- 7.1 Best Value Evaluation
 - a. To determine the best value, the government will evaluate the following factors and subfactors.

FACTOR 1 LOGISTICS

- SUBFACTOR 1: Technical Service & Parts Supportability
- SUBFACTOR 2: Department of the Army Technical Manuals (DATMs)
- SUBFACTOR 3: Diagnostics

(Technical Service & Parts Supportability is more important than DATMs which are more important than Diagnostics)

- FACTOR 2 TECHNICAL PERFORMANCE/OPERATING LOAD CAPACITY
- FACTOR 3 LOGISTICS PAST PERFORMANCE
- FACTOR 4 PRICE
- FACTOR 5 SMALL BUSINESS PARTICIPATION
- b. Logistics is more important than Technical which is more important than Logistic Past Performance. Logistic Past Performance is more important than price. Price is more important than Small Business Participation. Per FAR 15.304(e) when combined, the non price factors are significantly more important than price.
- c. The closer the offerors evaluations are in the non-price factors, the more significant Price becomes in the decision. The fact that Price is not the most important consideration does not mean that it may not be the controlling factor: 1) in circumstances where two or more proposals are considered equal; 2) when an otherwise superior proposal is unaffordable; or 3) when strengths of a higher rated, higher priced proposal are not considered to be worth the price premium.
- 8 FACTOR 1, VOLUME 1: LOGISTICS.

The Logistics evaluation will be based on information received in the written proposal. Logistics has three sub factors: Technical

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 190 of 192

Name of Offeror or Contractor:

Service and Parts Supportability, Department of the Army Technical Manual (DATM) Development and Diagnostics. For these sub factors, Technical Service and Parts Supportability is more important than DATM Development which is more important then Diagnostics.

- 8.1 Sub-factor 1: Technical Service and Parts Supportability.
- 8.1 The Army requires supportability for the SSL. The Army conducts operations in areas of the world with austere infrastructures and little or no host nation support. Therefore, the government desires a vehicle supportable with a global network to supplement its organic support capabilities. This support consists of all parts and technical services to be provided within the Continental United States (CONUS) and Outside Continental United States (OCONUS).

The government will evaluate the offerors proposal and prepare a narrative risk assessment based on the following:

Demonstrated and/or planned ability of the offeror to credibly provide global repair parts availability, and technical service network consisting of dealerships that employ technical service representatives certified by the manufacturer.

- 8.1.1 The government will evaluate the Offerors proposal and prepare a narrative risk assessment based on the demonstrated and/or planned ability of the offeror to credibly provide global technical service support for the SSLs. A technical service network consisting of dealerships that employ technical service representatives who are certified by the SSL OEM, are currently providing technical service support to significant quantities of equipment identical/similar to the offered SSLs, and are immediately available to assist Army units at the locations listed in 25.1.1., for hands-on service support will generally be considered a superior solution. Progressively higher risk of providing technical service support may be assigned to offerors having either no, or few, dealerships which offer technical service representatives (certified by the SSL OEM) in the areas specified 25.1.1. The service will be evaluated in meeting technical service requirements within 24 hours of the CONUS locations and 48 hours OCONUS locations specified in L.2.1.1.
- 8.1.2 The government will evaluate the Offerors proposal and prepare a narrative risk assessment based on the demonstrated and/or planned ability of the Offeror to credibly provide global repair parts availability for SSLs parts in accordance with Military Standard Requisition and Issue Procedures (MILSTRIP) Issue Priority Group (IPG) delivery requirements (urgent IPG I requisitions processed and shipped within 2-3 days of receipt, high priority IPG II within 5 days, and maximum of 10 days for routine IPG III). A parts support capability, which currently exists, and is successfully operating and can meet the MILSTRIP IPG delivery requirements, for significant densities of identical or similar equipment to the SSLs will generally be considered a superior solution. Proposed solutions that require greater or more extensive changes/additions to the Offerors existing part support system or cannot respond with MILSTRIP delivery standards may be considered as having progressively higher risk of credibly providing the required global parts support.
- 8.2 Subfactor 2 Department of the Army Technical Manual (DATM) development. The Government will evaluate the offerors prepare a narrative risk assessment based on the credibility of the offerors proposed processes to perform the requirements of RFP paragraph C.6 and the offerors overall understanding of the publications requirements. The evaluation will assess the risk that the proposed process will reflect an achievable approach which will result in successful performance of the publications requirements.
- 8.3. Subfactor 3. Diagnostics. We desire the vehicle with the capability to diagnose the greatest number of mission essential fault conditions in the SSL engine, Transmission, Hydraulics and brakes systems. A current vehicle offering completely embedded diagnostic capability is reflective of a system that minimizes the maintenance burden on the Army units and will generally be considered a superior solution. Those vehicles offering less than completely embedded diagnostic capability will generally be considered to impose a progressively higher maintenance burden on the Army units.
- 9 FACTOR 2, VOLUME 2: Technical Performance/TYPE III Operating Capacity.

The government will evaluate the offerors written proposal and prepare a narrative risk assessment of the ability of the offered vehicle to meet the required performance requirements and any proposed performance exceeding the required up to the desired performance requirements as specified in 3.10.1 and 3.12 of the Purchase Description.

Credit will be given for proposed performance above the minimum level up to the desired level of performance. Credit will not be given for exceeding the desired performance requirement, although proposed capabilities beyond the desired level of performance may reduce the assessed risk in meeting the specified capabilities.

If an offeror is awarded a contract, all of his proposed performance levels will be incorporated into the contract as requirements to the extent that they were proposed and given evaluation credit.

- 10 FACTOR 3, VOLUME 3: LOGISTICS PAST PERFORMANCE
- 10.1 Logistics Past Performance The assessment of Past Performance will be based on the offerors and logistics subcontractors (if applicable) current and past record of contract performance within the last three years and the relevance of those contracts, as it relates to the probability that the offeror will successfully accomplish the required logistic effort. When addressing performance risk, the government will focus its inquiry on the offerors and logistics subcontractors record of performance as related to the Skid Steer Loaders logistics program requirements including;

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

Page 191 of 192

Name of Offeror or Contractor:

- a. Technical: Conformance to specifications and standards of good workmanship/quality.
- b. Schedule: Adherence to delivery schedules, program schedules, and problem solving ability.
- c. Business Relations: Responsiveness, reasonableness, cooperative behavior, communicative behavior, and commitment to customer satisfaction.
- 10.1.1 A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall high-risk rating. Therefore, offerors are reminded to include all relevant past efforts, including any demonstrated corrective actions, in their proposal. Offerors without a record of relevant Past Performance, upon which to base a meaningful performance risk prediction, will be rated as "Unknown Risk", which is neither favorable nor unfavorable.
- 10.1.2 In evaluating each offerors performance history, the government will look at the offerors delivery performance, and that of the logistics subcontractor, against the contracts original delivery schedule unless the delay was government caused. Schedule extensions that were the fault of the offeror, or a proposed subcontractors fault, even if consideration was provided, will be counted against the offeror. The government will also evaluate the past performance questionnaires in terms of Technical relevance to the SSL scope of work, Schedule and Business relations.
- 10.1.3 Additionally, the offeror may be evaluated based on other internal government or private source information. While the government may elect to consider data obtained from external sources other than the proposal, the burden of providing thorough and complete past performance information rests with the offeror.
- 11 FACTOR 4, VOLUME 4: PRICE
- 11.1 PRICE
- 1. The Price Factor evaluation will consider the total evaluated price. The assessment of total evaluated price will include an assessment of the reasonableness of the proposed prices. A price is considered reasonable if that price does not exceed what would be incurred by a prudent person in the conduct of competitive business.
- 2. The total evaluated price amount will be used in the trade-off evaluation. The total evaluated price amount shall include all CLINs and options. The total evaluated price amount for an Offeror shall use (for evaluation purposes only) the quantities on Attachment XXX, and shall be calculated per Attachment XXX. For calculation of the First Destination transportation charges, Attachment 0002 will use the simple average of the prices proposed per zone, multiplied by the total estimated quantity per year.
- 127 FACTOR 5, VOLUME 5: SMALL BUSINESS PARTICIPATION
- 12.1 SMALL BUSINESS PARTICIPATION
- a. The government will evaluate the extent of small business concern participation, the complexity of the services, products or components to be subcontracted with U.S. small business concerns, and perform a risk assessment of offerors credibly achieving the governments goals for U.S. small business participation in performance of this contract. The evaluation of the extent of small business participation will be in terms of the percentage of total subcontracted dollars that the offeror credibly proposes to subcontract to U.S. small business concerns (SB, SDB, WOSB, VOSB, SDVOSB, HUBZone SB, and/or HBCU/MIs) in the performance of the contract. For the purpose of this evaluation, the extent of prime offeror (or joint venture partner/teaming arrangement) participation in proposed contract performance, where the offeror is a U.S. small business concern for the NAICS code applicable to this solicitation, will also be considered small business participation.
- b. The evaluation of Small Business Concern participation will include the following:
- (1) The extent to which the proposal identifies participation of U.S. small business concerns (to include, as described above, the participation of the offeror if it is a U.S. small business concern). The extent of participation of such concerns will be evaluated in terms of the percentage of the total subcontract amount (to include, as described above, the extent of participation of the offeror if it is a U.S. small business concern). The statutory U.S. government goals for small business participation are: 23% SB, 5% SDB, 5% WOSB, 3% HUBZone SB, 3% VOSB and 3% SDVOSB. These goals will be used by the government in the evaluation of the extent of small business participation;
- (2) The complexity of the items/services to be furnished by U.S. small business concerns; and
- (3) An assessment of the probability that the offeror will satisfy the requirements of FAR 52.219-8 (as applicable to the offeror) and can achieve the levels of small business participation identified in the proposal. This assessment will be based upon both (a) a

CONTINUATION SHEET	Reference No. of Document Being Cont	inued Page 192	of 192
CONTINUATION SHEET	PHN/SHN W56HZV-07-R-0024 M	IOD/AMD REPRINT	

Name of Offeror or Contractor:

proposal risk assessment of the offerors proposed Small Business Participation approach, and (b) a performance risk assessment of prior achievements (past performance) in satisfying commitments and requirements under FAR 52.219-8;

*** END OF NARRATIVE M 0001 ***

MOD/AMD

SECTION A -	SUPPLEMENTAL	INFORMATION
-------------	--------------	-------------

AUTO/DEL	AS7040	52.201-4000 (TACOM)	01-JAN-2006	TACOM-WARREN	OMBUDSPERSON
AUTO	AS7311	52.204-4016 (TACOM)	01-SEP-2006	TACOM-WARREN	ELECTRONIC CONTRACTING
AUTO/DEL	AS7316	52.214-4003 (TACOM)	01-MAR-1998	ALL OR NONE	

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

AUTO/DEL	CS6334	52.211-4072 (TACOM)	01-JAN-2005	TECHNICAL DATA PACKAGE INFORMATION
ADDED	CS7237	52.237-4000 (TACOM)	01-NOV-2005	CONTRACTOR MANPOWER REPORTING (CMR)

SECTION D - PACKAGING AND MARKING

AUTO/CHANGE DA7105 252.211-7003 01-JUN-2005 ITEM IDENTIFICATION AND VALUATION (Alternate I version dated April 2005)

(a) Definitions. As used in this clause --

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means

- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
- (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/UID/equivalents.html.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency. Governments unit acquisition cost means

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and
 - (3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the

MOD/AMD

Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid_types.html.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) For each item delivered under a contract line, subline, or exhibit line item under paragraph (b) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report the Governments unit acquisition cost.
- (d) The Contractor shall submit the information required by paragraph (c) of this clause in accordance with the data submission procedures at $\frac{\text{http://www.acq.osd.mil/dpap/UID/DataSubmission.htm}}{\text{htm}}$.

[End of Clause]

AUTO/DEL DA7006 252.211-7006 01-MAY-2006 RADIO FREQUENCY IDENTIFICATION (reflects DoD Class Deviation 2006-00003)

SECTION E - INSPECTION AND ACCEPTANCE

AUTO/DEL EF0195 52.246-2 01-AUG-1996 INSPECTION OF SUPPLIES--FIXED-PRICE

PAGE 3

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

AUTO/DEL	EF0181	52.246-16	01-APR-1984	RESPONSIBILITY FOR SUPPLIES
CHANGED	EF6003	52.209-3	01-SEP-1989	FIRST ARTICLE APPROVALCONTRACTOR TESTING (ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989))

- (a) The Contractor shall test 1 unit(s) of Contract Line Item 0101 and 0108 as specified in this contract. At least 45 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.
- (b) The Contractor shall submit the first article test report within 365 calendar days from the date of this contract or as otherwise proposed by the contractor and accepted by the Government, to:

PCO

Marshad	TITOCT	ADTITATE	TROT	DEDODE:	Contract N	No.	Contract	Timo	Item Number	

Within 45 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

- (c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.
- (d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.
- (e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.
- (f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the CHANGES clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- (g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.
- (h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waive.
 - (i) The Contractor shall produce both the first article and the production quantity at the same facility.

[End of Clause]

TACOM ADDENDUM:

For purposes of this contract, interpret Paragraph (q) above to mean that the PCO hereby authorizes you to purchase all material and components necessary to produce the production quantity.

[End of Addendum]

CHANGED EF6005 52.209-4 01-SEP-1989 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (ALTERNATE I (JAN 1997))

(a) The Contractor shall deliver 2 unit(s) of Contract Line Item 0101 and 0108 within 365 calendar days from the date of this contract or if the DESIRED DELIVERY SCHEDULE clause is in section F, as specified in the clause, or as otherwise proposed by the

MOD/AMD

contractor and accepted by the Government, at the following address:

Aberdeen Proving Ground

Aberdeen, MD

for first article tests. The shipping documentation shall contain this contract number and the Lot/Number identification. The characteristics that the first article must meet are specified elsewhere in this contract.

- (b) Within 60 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.
- (c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.
- (d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.
 - (e) Unless otherwise provided in the contract, the Contractor--
- (1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and
 - (2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.
- (f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the CHANGES clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- (g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.
- (h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.
- (i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.
 - (j) The Contractor shall produce both the first article and the production quantity at the same facility.

[End of Clause]

ADDED	ES7447	52.211-4016 (TACOM)	01-DEC-2005	CARC PAINT-PRETREATMENT REQUIREMENTS FOR FERROUS, GALVANIZED AND ALUMINUM SURFACES
AUTO/DEL	ES7043	52.211-4029 (TACOM)	01-MAY-1994	INTERCHANGEABILITY OF COMPONENTS
ADDED	ES7161	52.211-4030 (TACOM)	01-DEC-2005	BASIC APPLICATION AND TESTING REQUIREMENTS FOR CHEMICAL AGENT RESISTANT COATINGS (CARC) ON METALLIC SURFACES
AUTO	ES7001	52.246-4028 (TACOM)	01-NOV-2005	INSPECTION AND ACCEPTANCE POINTS: ORIGIN

PIIN/SIIN W56HZV-07-R-0024 MOD/AMD

AUTO/DEL	FF0081	52.211-17	01-SEP-1989	DELIVERY OF EXCESS QUANTITIES
AUTO/DEL	FF0023	52.242-15	01-AUG-1989	STOP-WORK ORDER
AUTO/DEL	FF0001	52.242-17	01-APR-1984	GOVERNMENT DELAY OF WORK
ADDED	FF0010	52.247-34	01-NOV-1991	F.O.B. DESTINATION
ADDED	FF0030	52.247-48	01-FEB-1999	F.O.B. DESTINATIONEVIDENCE OF SHIPMENT
AUTO/DEL	FS6051	52.242-4022 (TACOM)	01-SEP-2006	DELIVERY SCHEDULE
AUTO/DEL	FF7030	52.211-16	01-APR-1984	VARIATION IN QUANTITY
AUTO/DEL	FS7003	52.247-4017 (TACOM)	01-MAY-2004	DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR ADDRESSES
SECTION G	- CONTRACT ADI	MINISTRATION DATA	A	
AUTO/DEL	GA0003	252.232-7003	01-JAN-2004	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS
AUTO	GA7006	252.204-7006	01-OCT-2005	BILLING INSTRUCTIONS
AUTO	GS7006	52.204-4011 (TACOM)	01-OCT-2005	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS)
SECTION H	- SPECIAL CON	FRACT REQUIREMENT	rs	
AUTO	HA0803	252.204-7000	01-DEC-1991	DISCLOSURE OF INFORMATION
AUTO/DEL	HA0804	252.205-7000	01-DEC-1991	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS
AUTO/DEL	НА0830	252.225-7002	01-APR-2003	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
AUTO/DEL	HA0812	252.225-7006	01-APR-2005	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES
AUTO	на0309	252.225-7013	01-JUN-2005	DUTY-FREE ENTRY
AUTO/DEL	на0151	252.225-7033	01-APR-2003	WAIVER OF UNITED KINGDOM LEVIES
ADDED	HA0462	252.225-7043	01-MAR-2006	ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (See DFARS 225.7401(b) for paragraph C fill-in.)
AUTO/DEL	HA0018	252.226-7001	01-SEP-2004	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS
ADDED	НА0888	252.228-7003	01-DEC-1991	CAPTURE AND DETENTION
AUTO/DEL	HA0873	252.231-7000	01-DEC-1991	SUPPLEMENTAL COST PRINCIPLES
AUTO/DEL	на0871	252.246-7000	01-MAR-2003	MATERIAL INSPECTION AND RECEIVING REPORT
ADDED	HA7040	252.225-7040	01-JUN-2005	CONTRACTOR PERSONNEL SUPPORTING A FORCE DEPLOYED OUTSIDE THE UNITED STATES
AUTO	HS7101	52.204-4005	01-SEP-2004	REQUIRED USE OF ELECTRONIC CONTRACTING
ADDED	HS7040	52.225-4040 (TACOM)	01-JUN-2005	ARMY MATERIEL COMMAND (AMC) ADMINISTRATIVE REQUIREMENTS FOR DEPLOYED CONTRACTORS

MOD/AMD

AUTO	HS7301	52.246-4026 (TACOM)	01-SEP-2006	LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS
SECTION I -	CONTRACT CLA	AUSES		
AUTO/DEL	IF0001	52.202-1	01-JUL-2004	DEFINITIONS
AUTO/DEL	IF0004	52.203-3	01-APR-1984	GRATUITIES
AUTO/DEL	IF0005	52.203-5	01-APR-1984	COVENANT AGAINST CONTINGENT FEES
AUTO/DEL	IF0165	52.203-6	01-SEP-2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
AUTO/DEL	IF0008	52.203-7	01-JUL-1995	ANTI-KICKBACK PROCEDURES
AUTO/DEL	IF0314	52.203-8	01-JAN-1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO/DEL	IF0723	52.203-10	01-JAN-1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO/DEL	IF0023	52.203-12	01-SEP-2005	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
AUTO/DEL	IF0772	52.204-4	01-AUG-2000	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
ADDED	IF0402	52.204-9	01-JAN-2006	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
AUTO/DEL	IF0511	52.208-9	01-JUL-2004	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES
AUTO/DEL	IF0964	52.209-6	01-SEP-2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
AUTO	IF0015	52.211-5	01-AUG-2000	MATERIAL REQUIREMENTS
AUTO/DEL	IF0017	52.211-15	01-SEP-1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
AUTO/DEL	IF0022	52.215-2	01-JUN-1999	AUDIT AND RECORDS - NEGOTIATIONS
AUTO	IF0276	52.215-8	01-OCT-1997	ORDER OF PRECEDENCEUNIFORM CONTRACT FORMAT
AUTO/DEL	IF0028	52.215-11	01-OCT-1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATAMODIFICATIONS
AUTO/DEL	IF0030	52.215-13	01-OCT-1997	SUBCONTRACTOR COST OR PRICING DATA MODIFICATIONS
AUTO/DEL	IF0831	52.215-14	01-OCT-1997	INTEGRITY OF UNIT PRICES
AUTO/DEL	IF0069	52.219-8	01-MAY-2004	UTILIZATION OF SMALL BUSINESS CONCERNS
AUTO/DEL	IF0070	52.219-9	01-JUL-2005	SMALL BUSINESS SUBCONTRACTING PLAN
ADDED	IF0746	52.219-16	01-JAN-1999	LIQUIDATED DAMAGESSUBCONTRACTING PLAN
AUTO/DEL	IF0777	52.219-16	01-JAN-1999	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN
AUTO/DEL	IF0076	52.222-1	01-FEB-1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
AUTO/DEL	IF0445	52.222-19	01-JAN-2006	CHILD LABORCOOPERATION WITH AUTHORITIES AND REMEDIES
AUTO/DEL	IF0081	52.222-20	01-DEC-1996	WALSH-HEALEY PUBLIC CONTRACTS ACT
AUTO/DEL	IF0992	52.222-21	01-FEB-1999	PROHIBITION OF SEGREGATED FACILITIES
AUTO/DEL	IF0082	52.222-26	01-APR-2002	EQUAL OPPORTUNITY
AUTO/DEL	IF0085	52.222-35	01-SEP-2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE

AUTO/DEL IF0142 52.242-13 01-JUL-1995 BANKRUPTCY

MOD/AMD

	1111/15	MIN WOODEN OF I	0021	MODIAME
				VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
AUTO/DEL	IF0087	52.222-36	01-JUN-1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
AUTO/DEL	IF0088	52.222-37	01-SEP-2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
AUTO/DEL	IF0094	52.223-3	01-JAN-1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
AUTO/DEL	IF0295	52.223-6	01-MAY-2001	DRUG FREE WORKPLACE
AUTO	IF0512	52.223-14	01-AUG-2003	TOXIC CHEMICAL RELEASE REPORTING
AUTO/DEL	IF0999	52.225-8	01-FEB-2000	DUTY-FREE ENTRY
AUTO/DEL	IF0098	52.225-13	01-FEB-2006	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
AUTO/DEL	IF0333	52.227-1	01-JUL-1995	AUTHORIZATION AND CONSENT
AUTO/DEL	IF0334	52.227-2	01-AUG-1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
AUTO/DEL	IF0355	52.227-3	01-APR-1984	PATENT INDEMNITY
ADDED	IF0395	52.228-3	01-APR-1984	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)
ADDED	IF0547	52.228-4	01-APR-1984	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS
AUTO	IF0109	52.229-3	01-APR-2003	FEDERAL, STATE, AND LOCAL TAXES
AUTO/DEL	IF0211	52.229-6	01-JAN-1991	TAXESFOREIGN FIXED-PRICE CONTRACTS
AUTO/DEL	IF0113	52.230-2	01-APR-1998	COST ACCOUNTING STANDARDS
AUTO/DEL	IF0114	52.230-6	01-APR-2005	ADMINISTRATION OF COST ACCOUNTING STANDARDS
AUTO/DEL	IF0118	52.232-1	01-APR-1984	PAYMENTS
AUTO/DEL	IF0123	52.232-8	01-FEB-2002	DISCOUNTS FOR PROMPT PAYMENT
AUTO/DEL	IF0124	52.232-9	01-APR-1984	LIMITATION ON WITHHOLDING OF PAYMENTS
AUTO/DEL	IF0127	52.232-11	01-APR-1984	EXTRAS
AUTO/DEL	IF0021	52.232-16	01-APR-2003	PROGRESS PAYMENTS (Alternate I dated March 2000) (This clause only applies to small businesses.)
AUTO/DEL	IF0128	52.232-17	01-JUN-1996	INTEREST
AUTO/DEL	IF0362	52.232-25	01-OCT-2003	PROMPT PAYMENT
AUTO	IF0703	52.232-33	01-OCT-2003	PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION
AUTO/DEL	IF0134	52.232-23 (ALT 1)	01-JAN-1986	ASSIGNMENT OF CLAIMS (Alternate I version dated April 1984)
AUTO/DEL	IF0136	52.233-1	01-JUL-2002	DISPUTES
AUTO/DEL	IF0349	52.233-3	01-AUG-1996	PROTEST AFTER AWARD
AUTO	IF0300	52.233-4	01-OCT-2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
AUTO	IF0733	52.242-4	01-JAN-1997	CERTIFICATION OF INDIRECT COSTS

PIIN/SIIN W56HZV-07-R-0024 MOD/AMD

AUTO/DEL	IF0147	52.243-1	01-AUG-1987	CHANGESFIXED-PRICE
AUTO/DEL	IF0161	52.243-7	01-APR-1984	NOTIFICATION OF CHANGES
AUTO/DEL	IF0262	52.244-2	01-AUG-1998	SUBCONTRACTS
AUTO/DEL	IF0166	52.244-5	01-DEC-1996	COMPETITION IN SUBCONTRACTING
AUTO/DEL	IF0226	52.246-23	01-FEB-1997	LIMITATION OF LIABILITY
ADDED	IF0229	52.247-1	01-FEB-2006	COMMERCIAL BILL OF LADING NOTATIONS
AUTO/DEL	IF0230	52.247-63	01-JUN-2003	PREFERENCE FOR U.SFLAG AIR CARRIERS
AUTO/DEL	IF0146	52.247-68	01-FEB-2006	REPORT OF SHIPMENT (REPSHIP)
AUTO	IF0231	52.248-1	01-FEB-2000	VALUE ENGINEERING
AUTO/DEL	IF0241	52.249-2	01-MAY-2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
AUTO/DEL	IF0250	52.249-8	01-APR-1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
AUTO/DEL	IF0651	52.253-1	01-JAN-1991	COMPUTER GENERATED FORMS
AUTO/DEL	IA0280	252.203-7001	01-DEC-2004	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES
AUTO/DEL	IA0821	252.204-7003	01-APR-1992	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
AUTO	IA0222	252.209-7004	01-MAR-1998	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98
AUTO	IA0015	252.211-7005	01-NOV-2005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS
AUTO/DEL	IA0897	252.215-7000	01-DEC-1991	PRICING ADJUSTMENTS
AUTO/DEL	IA0872	252.219-7003	01-APR-1996	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)
AUTO/DEL	IA0828	252.225-7012	01-JUN-2004	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
AUTO/DEL	IA0885	252.225-7014	01-JUN-2005	PREFERENCE FOR DOMESTIC SPECIALTY METALS (Alternate I dated April 2003)
AUTO/DEL	IA0809	252.225-7015	01-JUN-2005	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS
AUTO/DEL	IA0829	252.225-7016	01-MAR-2006	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS
AUTO/DEL	IA0654	252.225-7031	01-JUN-2005	SECONDARY ARAB BOYCOTT OF ISRAEL
AUTO/DEL	IA0932	252.225-7041	01-JUN-1997	CORRESPONDENCE IN ENGLISH
AUTO/DEL	IA0933	252.225-7042	01-APR-2003	AUTHORIZATION TO PERFORM
ADDED	IA0223	252.228-7000	01-DEC-1991	REIMBURSEMENT FOR WAR-HAZARD LOSSES
AUTO/DEL	IA0523	252.232-7004	01-OCT-2001	DOD PROGRESS PAYMENT RATES
AUTO	IA0232	252.232-7010	01-SEP-2005	LEVIES ON CONTRACT PAYMENTS
ADDED	IA0890	252.242-7003	01-DEC-1991	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS
AUTO/DEL	IA0818	252.243-7001	01-DEC-1991	PRICING OF CONTRACT MODIFICATIONS

MOD/AMD

PIIN/SIIN W56HZV-07-R-0024

AUTO/DEL	IA0444	252.243-7002	01-MAR-1998	REQUESTS FOR EQUITABLE ADJUSTMENT
AUTO/DEL	IA0408	252.244-7000	01-NOV-2005	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (Dod CONTRACTS)
AUTO/DEL	IA0807	252.247-7023	01-MAY-2002	TRANSPORTATION OF SUPPLIES BY SEA
CHANGED	IF6685	52.212-5	01-AUG-2006	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERSCOMMERCIAL ITEMS

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
 - (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

- [X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
 - [] (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).
- [X] (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
 - [] (4) [Reserved]

(5)

- [] (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).
- [] (ii) Alternate I (Oct 1995) of 52.219-6.
- [] (iii) Alternate II (Mar 2004) of 52.219-6.

(6)

- [](i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
- [] (ii) Alternate I (Oct 1995) of 52.219-7.
- [] (iii) Alternate II (Mar 2004) of 52.219-7.
- [X] (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(8)

- [X] (i) 52.219-9, Small Business Subcontracting Plan (Jul 2005)(15 U.S.C. 637 (d)(4)).
- [] (ii) Alternate I (Oct 2001) of 52.219-9.
- [] (iii) Alternate II (Oct 2001) of 52.219-9.
- [] (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

(10)

[] (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

MOD/AMD

	[] (ii) Alternate I (June 2003) of 52.219-23.	
	[X] (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999)(Pub. section 7102, and 10 U.S.C. 2323).	Ŀ.
	[] (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000)(Pub. L. 103-355 102, and 10 U.S.C. 2323).	,
	[] (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).	
	[X] (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).	
	[X] (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).	
	[X] (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).	
	[X] (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).	
	[X] (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veter (18) U.S.C. 4212).	ans
	[X] (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).	
	[X] (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veter ()(38 U.S.C. 4212).	ans
	[X] (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).	
	(22)	
6962(c)(3)	[] (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S. (A)(ii)).	Ξ.
	[] (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).	
	[] (23) 52.225-1, Buy American ActSupplies (June 2003)(41 U.S.C. 10a-10d).	
	(24)	
3301 note,	[] (i) 52.225-3, Buy American ActFree Trade AgreementsIsraeli Trade Act (Jan 2006)(41 U.S.C. 10a-10d, 19 U.S.C., 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).	
	[] (ii) Alternate I (Jan 2004) of 52.225-3.	
	[] (iii) Alternate II (Jan 2004) of 52.225-3.	
	[] (25) 52.225-5, Trade Agreements (Jan 2006)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).	
	[X] (26) 52.225-13, Restrictions on Certain Foreign Purchases (Mar 2005) (E.o.s, proclamations, and statutes administered to be of Foreign Assets Control of the Department of the Treasury).	эу
	[] (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).	
	[] (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).	
	[] (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).	
	[] (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).	
	[X] (31) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).	
3332).	[] (32) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (May 1999)(31 U.S.C.	

MOD/AMD

	[] (3	3) 5	2.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).
	[] (3	4) 5	52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
	(35)		
2631).]] (i) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (Apr 2003)(46 U.S.C. 1241 and 10 U.S.C.
		[] (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- [] (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, et seq.).
- [] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- [] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).
- [] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).
 - (v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

MOD/AMD

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

[End of Clause]

CHANGED IF6050 52.216-18 01-OCT-1995 ORDERING

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the Date of Contract Award through ten years from the Date of Contract Award.
- (b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered <u>issued</u> when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

CHANGED IF6051 52.216-19 01-OCT-1995 ORDER LIMITATIONS

- (a) <u>Minimum order</u>. When the Government requires supplies or services covered by this contract in an amount of less than 5, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
 - (b) Maximum order. The Contractor is not obligated to honor--
 - (1) Any order for a single item in excess of 50 vehicles.
 - (2) Any order for a combination of items in excess of 100 vehicles; or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

CHANGED IF6053 52.216-21 01-OCT-1995 REQUIREMENTS

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as <u>estimated</u> or <u>maximum</u> in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

MOD/AMD

- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after eleven and one half years after Contract. Award.

(End of clause)

AUTO/DEL	IF6555	52.223-7	01-JAN-1997	NOTICE OF RADIOACTIVE MATERIALS
CHANGED	IA6602	252.212-7001	01-JUL-2006	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR
				EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL
				TTEMC

- (a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.
 - [X] 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)
- (b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.
 - [X] 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- [X] 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- [] 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
 - [X] 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
 - [X] 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).
 - [X] 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
 - $\hbox{[X\] 252.225-7015} \quad \hbox{Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a). } \\$
- [X] 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
 - $\hbox{[X\] 252.225-7021} \quad \hbox{Trade Agreements (DEC 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).} \\$
 - [] 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
 - [] 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- [] 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) ([] Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
 - [] 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

PAGE 14

PIIN/SIIN W56HZV-07-R-0024

MOD/AMD

- [X] 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
 - [X] 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
 - [X] 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
 - [X] 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
 - [] 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
 - [X] 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- [X] 252.247-7023 Transportation of Supplies by Sea (MAY 2002) ([] Alternate I) (MAR 2000) ([] Alternate II) (MAR 2000) ([] Alternate III) (MAY 2002) (10 U.S.C. 2631).
 - [] 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
 - 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
 - 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
 - 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
 - 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

[End of Clause]

DELETED	IS6117	52.217-4002	01-JAN-1997	OPTIONS FOR ADDITIONAL QUANTITIES AND FOR EXTENSION IN CONTRACT TERM -
		(TACOM)		SEPARATELY PRICED LINE ITEM
CHANGED	IS6220	52.217-4009 (TACOM)	01-JUN-2005	OPTION TO EXTEND THE TERM OF THE CONTRACT

- (a) The Government may extend the term of this contract by written notice to the Contractor within one day before contract expiration.
- (b) The total duration of this contract, including the exercise of any options under this clause, shall not exceed eleven and one half years from Date of Contract Award.

[End of Clause]

AUTO	IF7622	52.204-7	01-JUL-2006	CENTRAL CONTRACTOR REGISTRATION
ADDED	IF7730	52.211-16	01-APR-1984	VARIATION IN QUANTITY
ADDED	IF7686	52.212-4	01-SEP-2005	CONTRACT TERMS AND CONDITIONSCOMMERCIAL ITEMS
AUTO/DEL	IF7990	52.219-4	01-JUL-2005	NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS
AUTO	IF7239	52.222-39	01-DEC-2004	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES

MOD/AMD

AUTO/	DEL	IF7405	52.223-11	01-MAY-2001	OZONE-DEPLETING SUBSTANCES			
AUTO/	DEL	IF7238	52.244-6	01-FEB-2006	SUBCONTRACTS FOR COMMERCIAL ITEMS			
AUTO/	DEL	IF7262	52.252-6	01-APR-1984	AUTHORIZED DEVIATIONS IN CLAUSES			
AUTO		IA7894	252.223-7001	01-DEC-1991	HAZARD WARNING LABELS			
ADDED)	IA7443	252.246-7000	01-MAR-2003	MATERIAL INSPECTION AND RECEIVING REPORT			
AUTO		IS7002	52.204-4009 (TACOM)	01-MAR-2005	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION			
ADDED)	IS7501	52.211-4019 (TACOM)	01-APR-2000	SOURCES OF SUPPLY FOR TIRES ON TACTICAL WHEELED VEHICLES - ALTERNATE I			
ADDED)	IS7218	52.216-4021 (TACOM)	01-JUN-2005	REQUIREMENTS DEFINITION			
AUTO		IS7070	52.219-4070	01-APR-2006	PILOT MENTOR-PROTEGE PROGRAM			
ADDED)	IS7088	52.223-4000 (TACOM)	01-SEP-1978	ENVIRONMENTAL, SAFETY, AND ENERGY STANDARDS AND REGULATIONS			
ADDED)	IS7887	52.247-4458 (TACOM)	01-SEP-2000	GUARANTEED SHIPPING CHARACTERISTICSF.O.B. DESTINATION			
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS								
AUTO		KA0221	252.209-7001	01-SEP-2004	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY			
AUTO/	DEL	KF6001	52.204-8	01-JAN-2006	ANNUAL REPRESENTATIONS AND CERTIFICATIONS			
ADDED)	KF7733	52.204-6	01-OCT-2003	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER			
AUTO/	DEL	KF7095	52.207-4	01-AUG-1987	ECONOMIC PURCHASE QUANTITY SUPPLIES			
ADDED)	KF7680	52.212-1	01-JAN-2006	INSTRUCTIONS TO OFFERORSCOMMERCIAL ITEMS			
ADDED)	KF7682	52.212-3	01-SEP-2006	OFFEROR REPRESENTATIONS AND CERTIFICATIONSCOMMERCIAL ITEMS (Alt I dated Apr 2002)			
AUTO/	DEL	KF7025	52.230-1	01-JUN-2000	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION			
AUTO/	DEL	KF7230	52.230-7	01-APR-2005	PROPOSAL DISCLOSURECOST ACCOUNTING PRACTICE CHANGES			
ADDED)	KF7369	52.247-60	01-DEC-1989	GUARANTEED SHIPPING CHARACTERISTICS			
ADDED)	KA7601	252.212-7000	01-JUN-2005	OFFEROR REPRESENTATIONS AND CERTIFICATIONSCOMMERCIAL ITEMS			
AUTO/	DEL	KA7806	252.247-7022	01-AUG-1992	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA			
AUTO		KS7413	52.204-4007 (TACOM)	01-MAR-2001	OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE			
ADDED)	KS7317	52.212-4003 (TACOM)	01-SEP-1996	ALL OR NONECOMMERCIAL ITEM ACQUISITION			
AUTO/	DEL	KS7035	52.215-4005 (TACOM)	01-OCT-1985	MINIMUM ACCEPTANCE PERIOD			
AUTO		KS7008	52.215-4010	01-JAN-1998	AUTHORIZED NEGOTIATORS			

MOD/AMD

		(TACOM)		
AUTO/DEL	KS7151	52.223-4002 (TACOM)	01-DEC-1993	USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)
AUTO/DEL	KS7147	52.225-4003 (TACOM)	01-MAR-1990	IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION
ADDED	KS7418	52.233-4000 (TACOM)	01-MAY-2000	NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM
AUTO/DEL	KS7283	52.245-4004 ALT I	01-JAN-1991	CERTIFICATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE AND EVALUATION FACTOR FOR USE OF THE GOVERNMENT-OWNED PROPERTY
ADDED	KS7044	52.246-4037 (TACOM)	01-OCT-1996	COMMERCIAL WARRANTY INFORMATION
SECTION L	- INSTRUCTIONS	S, CONDITIONS, AN	NOTICES TO	OFFERORS
AUTO	LF0104	52.211-2	01-JAN-2006	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L
AUTO	LF0106	52.211-14	01-SEP-1990	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE
AUTO	LF0009	52.214-34	01-APR-1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
AUTO	LF0114	52.214-35	01-APR-1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
AUTO	LF0018	52.215-1	01-JAN-2004	INSTRUCTIONS TO OFFERORSCOMPETITIVE ACQUISITION
ADDED	LF0040	52.222-24	01-FEB-1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW
AUTO/DEL	LF0043	52.232-13	01-APR-1984	NOTICE OF PROGRESS PAYMENTS
AUTO	LA0842	252.204-7001	01-AUG-1999	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING
AUTO	LA0152	252.225-7032	01-APR-2003	WAIVER OF UNITED KINGDOM LEVIES - EVALUATION OF OFFERS
AUTO	LF7270	52.211-1	01-AUG-1998	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29
AUTO	LF7611	52.216-1	01-APR-1984	TYPE OF CONTRACT
ADDED	LF7056	52.232-18	01-APR-1984	AVAILABILITY OF FUNDS
AUTO	LF7300	52.233-2	01-AUG-1996	SERVICE OF PROTEST
AUTO	LM7015	52.233-4001 (TACOM)	01-OCT-2006	HQ-AMC LEVEL PROTEST PROCEDURES
AUTO	LS7830	52.211-4047 (TACOM)	01-DEC-2004	NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL (NEGOTIATED)
AUTO	LS7001	52.215-4003 (TACOM)	01-DEC-2002	HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES (NON-US POSTAL SERVICE MAIL)
AUTO	LS7006	52.215-4404	01-MAY-2002	DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY
ADDED	LS7998	52.215-4405	01-NOV-2002	ACCESS TO THE DETROIT ARSENAL; IDENTIFYING CONTRACTOR EMPLOYEES; NON-

DISCLOSURE STATEMENT

MOD/AMD

PIIN/SIIN W56HZV-07-R-0024

ADDED	LS7999	52.215-4406 (TACOM)	01-NOV-2002	AUTOMATED INFORMATION SYSTEM SECURITY REQUIREMENT
ADDED	LS7010	52.215-4502	01-MAY-1999	PARTNERING
ADDED	LS7326	52.217-4004 (TACOM)	01-FEB-1994	DESTINATIONS FOR OPTION QUANTITIES
ADDED	LS7385	52.219-4005 (TACOM)	01-FEB-1999	SUBMISSION OF SUBCONTRACTING PLAN
AUTO	LS7055	52.245-4002 (TACOM)	01-MAR-1996	ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL TOOLING
AUTO	LS7352	52.245-4003	01-MAR-1984	USE OF EXISTING GOVERNMENT-OWNED PROPERTY

SECTION M - EVALUATION FACTORS FOR AWARD

(TACOM)

CHANGED MF6013 52.247-51 01-JAN-2001 EVALUATION OF EXPORT OFFERS

- (a) Port handling and ocean charges -- other than DoD water terminals. Port handling and ocean charges and tariffs on file with the Bureau of Domestic Regulation, Federal Maritime Commission, or other appropriate regulatory authorities as of the date of bid opening (or the closing date specified for receipt of offers) and which will be effective for the date of the expected initial shipment will be used in the evaluation of offers.
 - (b) F.O.B. origin, transportation under Government bill of lading.
- (1) Offers shall be evaluated and awards made on the basis of the lowest laid down cost to the Government at the overseas port of discharge, via methods and ports compatible with required delivery dates and conditions affecting transportation known at the time of evaluation. Included in this evaluation, in addition to the f.o.b. origin price of the item, shall be the inland transportation costs from the point of origin in the United States to the port of loading, port handling charges at the port of loading, and ocean shipping costs from the United States port of loading (see paragraph (d) of this clause) to the overseas port of discharge. The Government may designate the mode of routing of shipment and may load from other than those ports specified for evaluation purposes.
- (2) Offers shall be evaluated on the basis of shipment through one of the ports set forth in paragraph (d) below to the overseas port of discharge. Evaluation shall be made on the basis of shipment through the port that will result in the lowest cost to the Government
- (3) Ports of loading shall be considered as destinations within the meaning of the term F.O.B. DESTINATION as that term is used in the F.O.B. ORIGIN clause of this contract.
 - (c) F.O.B. port of loading with inspection and acceptance at origin.
- (1) Offers shall be evaluated on the basis of the lowest laid down cost to the Government at the overseas port of discharge via methods compatible with required delivery dates and conditions affecting transportation known at the time of evaluation. Included in this evaluation, in addition to the price to the United States port of loading (see paragraph (c)(2) of this clause), shall be the port handling charges at the port of loading and ocean shipping cost from the port of loading and the ocean shipping cost from the port of loading (see paragraph (d) below) to the overseas port of discharge.
- (2) Unless offers are applicable only to F.O.B. origin delivery under Government bills of lading (see paragraph (b) above), offerors shall designate below at least one of the ports of loading listed in paragraph (d) of this clause as their place of delivery. Failure to designate at least one of the ports as the point to which delivery will be made by the Contractor may render the offer nonresponsive.

PLACE	OF	DELIVER	Y: _													
[Offer	ors	insert	at	least	one	of	the	ports	listed	in	paragraph	(d)	of	this	clause	.]

(d) Ports of Loading for evaluation of offers. Terminals to be used by the Government in evaluating offers are as follows: (For the information of the offerors, ocean and port handling charges are set forth if the terminal named is a DOD water terminal.) For shipments to Europe or Southwest Asia, the port is Charleston, SC, for evaluation purposes. For shipments from the West coast (e.g., to Korea), the port is Concord, CA for evaluation purposes. Ocean and Port Handling charges for evaluation purposes are determined using data found at http://www.sddc.army.mil/public/Global+Cargo+Distribution/

MOD/AMD

(e) Ports of loading nominated by offeror. The ports of loading named in paragraph (d) of this clause are considered by the Government to be appropriate for this solicitation due to their compatibility with methods and facilities required to handle the cargo and types of vessels and to meet the required overseas delivery dates. Notwithstanding the foregoing, offerors may nominate additional ports of loading that the offeror considers to be more favorable to the Government. The Government may disregard such nominated ports if, after considering the quantity and nature of the supplies concerned, the requisite cargo handling capability, the available sailings on U.S.-flag vessels, and other pertinent transportation factors, it determines that use of the nominated ports is not compatible with the required overseas delivery date. United States Great Lakes ports of loading may be considered in the evaluation of offers only for those items scheduled in this provision for delivery during the ice-free or navigable period as proclaimed by the authorities of the St. Lawrence Seaway (normal period is between April 15 and November 30 annually). All ports named, including those nominated by offerors and determined to be eligible as provided in this provision, shall be considered in evaluating all offers received in order to establish the lowest laid down cost to the Government at the overseas port of discharge. All determinations shall be based on availability of ocean services by U.S.-flag vessels only. Additional U.S. port(s) of loading nominated by offeror, if any:

- (f) Price basis. Offeror shall indicate whether prices are based on --
 - * Paragraph (b), f.o.b. origin, transportation by GBL to port listed in paragraph (d);
 - * Paragraph (c), f.o.b. destination (i.e., a port listed in paragraph (d));
 - * Paragraph (e), f.o.b. origin, transportation by GBL to port nominated in paragraph (e); and/or
 - * Paragraph (e), f.o.b. destination (i.e., a port nominated in paragraph (e)).

[End of Provision]

ADDED	MF7004	52.217-5	01-JUL-1990	EVALUATION OF OPTIONS
AUTO	MS7311	52.209-4011 (TACOM)	01-JAN-2001	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD
DELETED	MS7060	52.217-4003 (TACOM)	01-FEB-1998	EVALUATION OF INCOMPLETE OPTION PRICING
AUTO	MS7053	52.245-4001 (TACOM)	01-MAR-1985	EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY